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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

वीरवार, 27 नवम्बर, 2025 / 06 मार्गशीर्ष, 1947

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 001, the 8th October, 2025

No. LEP-E/1/2024.— In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act,1947, the Governor Himachal Pradesh is pleased to order the publication of awards of

the following cases announced by the **Presiding Judge, Labour Court-**cum**-Industrial Tribunal, Shimla, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* **"e-Gazette":—**

Sl. No.	Ref./ No.	Petitioner	Respondent	Date of Award/Order
1.	Ref.50/2017	Inder Singh Thapa	M/s Dainik Bhaskar, D.B. Corp. & Anr.	02.08.2025
2.	Ref.63/2017	Ms. Pushpa Sahota	M/s Dainik Bhaskar, D.B. Corp. & Anr.	02.08.2025
3.	Ref.64/2017	Sh. Mast Ram	M/s Dainik Bhaskar, D.B. Corp. & Anr.	02.08.2025
4.	Ref.308/2020	Sh. Dhirender Shah	M/s Tiger 4 Security & Facilities	02.08.2025
5.	Ref.28/2025	Sanjay Kumar Verma	M/s Malbro Exim Pvt. Ltd.	02.08.2025
6.	Ref.70/2020	Sh. Roop Lal	M/s Nutan Pharmaceuticals	06.08.2025
7.	Ref.124/2019	Sh. Sandeep Kumar	M/s JSK International	14.08.2025
8.	Ref.33/2024	Narender Kumar	The XEN, Jal Shakti Vibhag & Ors.	18.08.2025
9.	Ref.121/2018	Sh. Moti Ram	M/s Adani Agri Fresh Ltd. & Anr.	20.08.2025
10.	Ref.19/2023	Sh. Rakesh Kumar	M/s Krishan Udyog Paonta Sahib	25.08.2025
11.	Ref.86/2023	Sh. Ram Kishan	M/s Krishan Udyog Paonta Sahib	25.08.2025
12.	Ref.87/2023	Sh. Anil Kumar	M/s Krishan Udyog Paonta Sahib	25.08.2025
13.	Ref.88/2023	Sh. Narender Kumar	M/s Krishan Udyog Paonta Sahib	25.08.2025
14.	Ref.89/2023	Sh. Yash Pal	M/s Krishan Udyog Paonta Sahib	25.08.2025
15.	Ref.90/2023	Sh. Sat Pal	M/s Krishan Udyog Paonta Sahib	25.08.2025
16.	Ref.91/2023	Sh. Sadam Hussen	M/s Krishan Udyog Paonta Sahib	25.08.2025
17.	App.268/25	Sh. Keshav Ram	The XEN, HPPWD & Ors.	25.08.2025
18.	Ref.42/2025	Sh. Pawan Kumar	M/s Hotel Marina, Shimla.	27.08.2025
19.	Ref.140/2019	Sh. Parma Nand	D.F.O. Theog.	27.08.2025

By order,

Sd/-
(PRIYANKA BASU INGTY, IAS),
Secretary (Lab. Emp. & O.P.).

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference No : 50 of 2017

Instituted on : 01.04.2017

Decided on : 02.08.2025

Inder Singh Thapa, s/o Sh. V.S. Thapa, r/o Village Balawag P.O. Badehari, Via Tutu, Tehsil & Distt. Shimla, H.P. . . *Petitioner.*

Versus

1. M/s Dainik Bhaskar, D.B. Corporation Ltd., Regional Office, Plot No. 11-12, Sector 25-D, Chandigarh.

2. M/s Dainik Bhaskar, Malbrow House Near DPRO Office, Chhotta Shimla, 171002, H.P. . . *Respondents.*

Reference under Section 17(2) of the Working Journalists and other Newspaper Employees (Conditions of Services and Miscellaneous Provisions) Act, 1955.

For the petitioner : Sh. Ram Lal Raj, Advocate

For the respondents : Sh. Surinder Saklani, Advocate

AWARD

The Labour-cum-Conciliation Officer, Shimla Zone Shimla has made the following reference to this Court after failure of the conciliation proceedings:—

> "Whether the action of the employers M/s Danik Bhaskar, D.B. Corporation Ltd., Regional Office Plot No. 11-12, Sector 25-D, Chandigarh and M/s Dainik Bhaskar Malbrow House, Near DPRO Office Chhotta Shimla, 171002, H.P. for not paying claim of arrears amounting to Rs. 15,37,884/- (Rs. Fifteen Lakh thirty seven thousand eight hundred eighty four only) Sh. Inder Singh Thapa, s/o V.S. Thapa, r/o Village Balawag, P.O. Badehari via Tutu, Tehsil & Distt. Shimla, H.P. as difference of wages actually drawn and due as per recommendation of Majithia Wage Boards (Copy of claim enclosed) constituted under Section 9 & 13(C) of the Working Journalists and Other Newspaper Employees (Conditions of Services and Miscellaneous Provisions Act, 1955) is legal and justified? If yes, to what amount of relief/ arrear, along-with interest etc., the aggrieved employee is entitled to from the above employers/ management?"

2. The case as emerges from the statement of claim is that petitioner was appointed as Sub-Editor by the respondents vide appointment letter dated 3.11.2009. Petitioner was working with the respondents with utmost satisfaction of his superiors. In the month of April, 2013, the petitioner was promoted as senior Sub-Editor and he was deputed to work with the respondents office at Shimla, H.P. The wage board submitted its recommendations to the Government on

31.12.2010 and the Central Government vide notification dated 11.11.2011 accepted the recommendations by making the award enforceable by virtue of the decision passed by the Hon'ble Supreme Court of India in writ petition *i.e* CWP No. 246 of 2011 filed by the owners of the newspapers establishment against the wage board and its recommendation. The Hon'ble Supreme Court dismissed all the writ petitions filed against the wage board vide judgment dated 07.02.2014. The Hon'ble Supreme Court directed all the newspapers establishment that the wages as per award of Majithia Wage Board shall be payable from 11.11.2011, the date when Central Government accepted and notified the recommendations of Majithia Wage Board. The Hon'ble Supreme Court further directed the managements to pay all the arrears up to March, 2014 to all the employees in four installment within one year and to pay revised wages from April, 2014. The petitioner in pursuance to the decision of Hon'ble Supreme Court had also approached the respondent(s) management to release the benefits by virtue of notification dated 11.11.2011, but the respondent(s) management had not considered the plea of the petitioner and dill-dolly the matter on one pretext or the other. The respondents management used to harass the petitioner with dire consequences and threatened him with transfer, termination and dismissal of service which is clearly violative of Section-16-A of Working Journalist Act, 1955 (hereinafter to be referred as the Act). During the pendency of the proceeding, the petitioner was transferred from Shimla to Bhatinda on 31.05.2014. The petitioner made a complaint before the Labour Commissioner of Himachal Pradesh, Shimla on 25.09.2016 averring therein that the respondents have harassed him whereby the Labour Commissioner passed order to stop the harassment, dismissal or transfer etc. of the petitioner from newspaper. The petitioner raised demand notice before the Labour-cum-Conciliation Officer, Shimla and the respondents management filed reply on 20.09.2016 whereby the respondents raised objections that the petitioner is not entitled for any benefit under the provision of Majithia Wage Board. Since, the conciliation proceedings failed as such the matter was referred to this Court for adjudication. During the pendency of proceeding before this Court the respondent(s) management transferred the petitioner from Shimla to Raigarh, which is in violation of the provision of Sections-9A and 33 of the Act. According, to the provisions of the Act, the petitioner is entitled for arrears amount from November, 2009 to 2017 which comes to Rs. 17,92,511/- along with compounded interest @ 24% per annum. The respondent(s) management have failed to grant the arrears to the petitioner despite the fact that the petitioner has done his job with the respondents promptly and with utmost satisfaction of the superiors.

3. Notice of this claim was sent to the respondents in pursuance thereof the respondents contested the claim by filing reply, wherein preliminary objections regarding maintainability was taken. On merits, it is submitted that the petitioner does not fall under the purview of either working journalist or non-working journalist as such this court has no jurisdiction. Petitioner was promoted to the post of sub-editor which is purely an administrative and managerial post. It is averred that as per the directions issued by the Hon'ble Apex Court, only the eligible working and non-working journalists falls under the preview and definition as enshrined under the Act, who are entitle for the payment in terms of the Majithia Wage Board recommendations. It is denied that the petitioner has ever approached the respondent(s) in any manner as per the procedure established under the law for claiming his dues. The respondent has not acted in any manner which is in contravention of the directions issued by the Hon'ble Apex Court. The petitioner knowingly about his ineligibility for getting the benefits as per recommendations has started to take undue advantages from the respondents. The petitioner has also submitted his declaration under clause 20

(j) before the respondents whereby he willfully and with free consent has opted to retain his current salary and emoluments. The petitioner since the date of his engagement with the respondents was well conversant with the fact that the transfer from one place to another is part of service which term is also mentioned in his appointment letter. The petitioner was transferred from Shimla to Bhatinda on administrative grounds. It is denied that the petitioner was harassed by the respondents. It is further denied that the petitioner is entitled for arrears of amount from November 2009 to June 2017 along with the compound interest @ 24% per annum as well as with the cost of the present proceeding. The petitioner does not fall under the definition of either working journalist or non-working journalist, and prayed for the dismissal of the claim petition.

4. Petitioner filed rejoinder in which he denied preliminary objections raised by the respondent and also denied the averments as made in the reply and reaffirmed those as made in the statement of claim.

5. On the pleadings, this Court formulated the following issues on 03.04.2018.

1. Whether the action of the employers/ respondents for not paying claim of arrears amounting to Rs. 15,37,884/- to petitioner as difference of wages actually drawn and due as per recommendation of Majithia Wage Boards constituted under Section 9 & 13 (C) of the Working Journalists and Other Newspaper Employees (Condition of services and Miscellaneous Provisions Act, 1955) is illegal and unjustified, as alleged? ..*OPP.*

2. If issue no. 1 is proved in affirmative, to what amount of relief/arrear, along-with interest etc., the petitioner is entitled? ..*OPP.*

3. Whether the petition is neither competent nor maintainable as alleged? ..*OPR.*

4. Whether the petitioner is not a workman as alleged? ..*OPR.*

5. Relief

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed. Petitioner appeared in the witness box as PW-1 and Sh. Rakesh Kumar as PW-2, whereas respondent examined S/Shri Bharamanand Devrani, Dy. News editor as RW-1 and Shri Aditya Dubey as RW-2.

7. I have heard the Ld. Counsel Shri Ram Lal Raj, Advocate for the petitioner and Shri Virender Chauhan, Ld. Vice Csl. for Surinder Saklani, Advocate for the respondents and have gone through the written arguments submitted by both the parties as well as records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : No

Issue No.2 : Not entitled to any relief

Issue No. 3	:	Yes
Issue No. 4	:	Redundant
Relief	:	Reference is answered in Negative as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO. 1 & 2.

9. Both these issues are intermingled and inter-connected and require common appreciation of the evidence, as such both these issues are taken up together for the purpose of determination.

10. Onus to prove issues no.1 & 2 is on the petitioner.

11. The claim of the petitioner is based upon the fact that Central Government constituted Majithia Wage Board for revision of wages of newspaper establishments and the Majithia Wage Board recommended revision in wages on 01.07.2010. The said recommendations were accepted by the Central Government vide notification dated 11.11.2011. The recommendations of the Majithia Wage Board were notified by the Government, which were challenged by the various newspaper agencies before the Hon'ble Apex Court, however, the Hon'ble Apex Court has upheld the recommendations of the Majithia Board.

12. Before proceeding further, it would be appropriate to first discuss the evidence which is on record.

13. To prove his case, the petitioner stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. He also placed on record the copy of offer letter Mark P-1, copy of notification dated 11.11.2011 issued by Government of India Mark P-2, copy of judgment passed by Hon'ble Supreme Court Mark P-3, transfer order dated 31.05.2014 Mark P-4, copy of complaint dated 25.09.2016 Mark P-5, copy of demand notice Mark P-6, copy of reply dated 22.10.2016 Mark P-7, copy of transfer letter dated 05.07.2017 Ex. PW-1/B and copy of comparative statement of salary slip calculation Mark P-8.

14. During cross-examination, he stated that he was posted as chief sub-editor in Dainik Bhaskar Shimla since 2009. He deposed that Dainik Bhaskar Corporation is a "A" category newspaper establishment and does not know that Shimla unit is a loss making unit. He admitted that he had signed the declaration of 22 (j). He has no knowledge that the post of chief sub-editor is managerial or administrative in nature. He admitted that there were officers above and below him while he was working with the respondents. He deposed that he was transferred on 31.05.2014 and had resigned in the year 2017. He is working in Amar Ujala as senior sub-editor.

15. Sh. Rakesh Kumar, appeared into the witness box as PW-2 to depose that initially he was posted as sub-editor in Dainik Bhaskar Shimla Unit and thereafter promoted as Senior sub-

editor. He deposed that after the recommendation of Majithia Wage Board, the respondents used to threatened them with transfer and even got 20(j) signed. He further deposed that the appointment offer to them was non digital and after 2016 the appointment offers were made digital. All the persons who had file cases for the implementation of the Majithia Wage Board were not given increment by the respondents.

16. During cross-examination, he admitted that he had not filed any written complaint against the coercion regarding singing of 20 (j). He admitted that no list has been filed in Court regarding stoppage of increment. He denied that Mr. Inder Singh Thapa was his boss.

17. This is the entire evidence which has been led by the petitioner.

18. In order to rebut the case of the petitioner, respondents examined Shri Bharamanand Devrani, Dy. News Editor of respondent as RW-1 and led his evidence by way of affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply.

19. During cross-examination, he admitted that he was not the appointing authority of the petitioner rather he was his immediate boss. The petitioner used to work under him as sub-editor. He has no knowledge to say that since when the petitioner was working with the respondents. He denied that the petitioner was harassed after filing the complaint before the Labour Commissioner. He denied that the salary of the petitioner was not paid regularly.

20. The other witness examined by the respondent is Shri Adtiya Dubey, Senior Manager HR, who appeared into the witness box as RW-2 and led his evidence by way of affidavit RW-2/A, which is just a reproduction of the averments as made in the reply. He also tender in evidence declaration given under clause 20 (j) of the Majithia Wage Board as Ex. RW-1/B.

21. During cross-examination, he admitted that petitioner had worked *w.e.f.* 03.12.2009 to 15.07.2017 as a chief sub-editor with the respondents. He denied that the petitioner was harassed, after filing the complaint before the Labour Commissioner. He further denied that the salary of the petitioner was not paid regularly.

22. This is the entire evidence which has been led by the respondents.

23. So far as the claim of the petitioner is concerned though the claim of the petitioner is based on the recommendations of Majithia Wage Board and on notification dated 11.11.2011 but while leading evidence as well as by submitting the statement of claim the petitioner has not made it clear or established on record that in which group of employee he falls nor there is any evidence to establish what kind of work was assigned to him to fix him in any of the group(s) of employee(s) as per the recommendations of Majithia Wage Board. Apart from that the petitioner has also not classified the class of newspaper establishment with which he was working. Though, the respondent has taken the plea that the petitioner does not fall within the definition of workman under the Act and he fall under the exception of Section 2 (f) of the Act. Even, if it is presumed that the petitioner did fall under the definition of working journalist then also the petitioner has not made a single averment as to which category the unit in which he was working did fall and in

which category he falls as per the recommendations of the Majithai Wage Board. In the absence of any such pleadings and proof thereof, it is difficult for his Court to fix the petitioner in any of the categories.

24. The other point which was raised in this reference by the respondent is that the provisions of Section 17(2) of the Act are similar to the provisions of Section 33-C(2) of the Industrial Disputes Act. The powers under section 33-C(2) of the I.D Act confined on the Labour Court are that of executing Court as such the petitioner could not raise any dispute under Section 17(2) of the Act which was not pre-adjudicated or predetermined. The petitioner has raised the claim for difference in pay as per the recommendations of Majithia Wage Board. The reference has been made to this Court under Section 17(2) of the Act. Section 17of the Act reads as under:

"17. Recovery of money due from an employer. –

(1) **Where any amount is due under this Act to a newspaper employee from an employer, the newspaper employee himself, or any person authorized by him in writing in this behalf or in case of the death of the employee, any member of his family may, without prejudice to any other mode of recovery, make an application to the State Government for the recovery of the amount due to him and if the State Government or such authority as the State Government may specify in this behalf, is satisfied that any amount is so die, it shall issue a certificate for that amount to the Collector, and the Collector or shall proceed to recover that amount in the same manner as an arrear of land revenue.**

(2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 (14 of 1947), or under any corresponding law relating to investigation and settlement of Industrial disputes in force in the State and the said Act or law shall have effect in relation to the Labour Court as if question so referred were a matter referred to the Labour Court for the adjudication under that Act or law.

(3) …….

25. The Hon'ble High Court of Judicature of Madras in **WP No. 6343 of 2022 dated 15.04.2022 case titled as S. Madhavan Vs. M/s THG Publishing Pvt. Ltd. (formerly M/s Kasturi & Sons Ltd.) 859 and 860 Anna Salai Chennai-6000002** has dealt with the similar matter. The Hon'ble high Court of Madras has considered the scope of Section 17(2) of the Act and held as under:

"10. **It is not disputed that the claim of the petitioner for difference in Dearness Allowance for the period 11.11.2011 is based on the Award of the Majithia Wage Board, which was approved by the Government of India on 11.11.2011 and confirmed by the Hon'ble Supreme Court in W.P.(Civil) No.246 of 2011 on 07.02.2014. The petitioner's raised a dispute claiming difference in Dearness**

allowance and the same was referred to the Labour Court by the Government of Tamil Nadu in G.O.(ID) 441 dated 21.07.2016 under Section 17 (2) of the Working Journalist and other Newspaper Employees (conditions of service) and Miscellaneous Provisions Act, 1955. During the pendency of the said reference in the present 205/2011 the petitioner's were retrenched and hence the complaint under Section 33(1) (a) of the I.D. Act was filed. Let me now refer to the provisions of the Working Journalist Act as well as the ID Act which are relevant for the purpose of this case. Section 2(K) of the ID Act reads as follows:

"2(k) "industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person; "

Section 17(2) of the Working Journalist Act which reads as follows:

"17(2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 (14 of 1947), or under any corresponding law relating to investigation and settlement of industrial disputes in force in the State and the said Act or law shall have effect in relation to the Labour Court as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law."

11. **The reading of Section 17(2), particularly the phrase "as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law", in my view cannot convert the question into a dispute as defined and understood under Section 2(K) of the I.D. Act. The words, as if the question so referred were a matter referred to the Labour Court for adjudication under the act or law" would only mean that while answering the question the Labour Court would adjudicate it in the same manner as it would adjudicate a reference under the I.D. Act. To say that the reference of the question to the Labour Court changes the character of the reference into an industrial dispute goes against the letter and spirit of the said provision. The legislature has used the term "refer the question". The legislature has consciously avoided the term 'dispute', because the legislature was aware that the term 'dispute' has its own connotations under the I.D Act. From a reading of the definition of Industrial Dispute under Section 2(k), it is clear that the question that is referred under Section 17(2) cannot be construed as an industrial dispute. An industrial dispute referred to therein is in relation to non employment, the terms of employment or conditions of labour. Whereas the question under Section 17(2) relates to computation of claim and hence, it would not fall under the definition of industrial dispute under the ID Act.**

12. **As rightly contended by the learned counsel for the respondent Section 17 of the Working Journalist Act is akin to Section 33(C)(2) of the I.D Act. It is well settled**

by catena of Judgments of this Court as well as Hon'ble Supreme Court that the jurisdiction exercised by the Labour Court under Section 33(C)(2) is that of an Executing Court. In the present case, it is seen that the recommendations of the Majithia Wage Board were accepted by the Government of India on 11.11.2011 and the same was challenged before the Hon'ble Supreme Court, which confirmed the recommendations of the Majithia Wage Board, but with modification that the same would be effective from 11.11.2011 only.

13. It is the respondents' case that the respondent had paid the dues to the petitioner and other employees as per the order of the Hon'ble Supreme Court in 2014-2015 itself, but the petitioner claimed higher Dearness Allowance and therefore petitioned the Government under the Working Journalist Act. The Government in terms of Section 17 of the Working Journalist Act referred the claim petition to the Principal Labour Court. The aforesaid facts clearly establish that the question referred to was a claim relating to the computation of difference in the Dearness Allowance paid by the respondent to the petitioner. In my view, the question referred to the Labour Court on the basis of the Majithia Wage Board recommendations relates to computation of Dearness Allowance under Section 17(2) of the Working Journalist Act and hence not an industrial dispute as defined in the Industrial Disputes Act. I am fortified in my view by the Judgment of the Hon'ble Division Bench of the Gujarat High Court in Keshavlal M.Rao Vs. State of Gujarat and Others reported in 1993 (1) LLN 373. The Hon'ble Chief Justice, S.Nainar Sundaram, J. while considering similar issue held as follows:

"Section 17 to a very great extent by verbalism and by implications stands in pari materia with Section 33C of the Industrial Disputes Act, 1947. Section 33C(1) of the Industrial Disputes Act, 1947 is comparable with Section 17(1) of the Act; and Section 33C(2) of the Industrial Disputes Act, 1947 is comparable with Section 17(2) of the Act. The scope of Section 33C of the Industrial Disputes Act, 1947 has come up for consideration by pronouncements not only at the level of the High Courts but also at the level of the Apex Court of the land. They are incisive and they have, without any ambiguity characterized the machinery under Section 33C(2) of the Industrial Disputes Act, 1947 as one relatable to execution stage and not at the adjudicatory level over the right to relief claimed by applicant and denied by the opponent. They have held that investigation into and determination of any dispute regarding the applicant's right to relief and the corresponding liability of the opponent will be outside the scope of the said provision. The set of expression found in Section 33C(2) of the Industrial Disputes Act, 1947 is "If any question arises as to the amount of money due", from the employer to the workman. As already noted, the set of expressions used in Section 17(2) of the Act is "If any question arises as to the amount due under this Act to a newspaper employee from his employer". Under Section 33C(2) of the Industrial Disputes Act, 1947, the specified Labour Court decides that question. Under Section 17(2) of the Act, the question gets referred to the Labour Court for its decision over it. The similar features between the two provisions are very portent and on the basic

factor that the provisions are in pari materia, there is every warrant for applying the ratio of the judicial pronouncements delineating the scope of Section 33C(2) of the Industrial Disputes Act, 1947 to delineate the scope of Section 17(2) of the Act."

26. Since, it has been held by the Hon'ble High Court of Madras that the provisions of Section 17(2) of the Act are akin to the provisions of Section 33-C(2) of the Act and such proceedings under Section 33-C(2) are summery in nature. Thus, the pronouncement delineating the scope of Section 33-C (2) of the Industrial Disputes Act, 1947 would also be helpful for disposal of this case. The Hon'ble Apex Court in case titled as **Municipal Corporation of Delhi Vs. Razak (1995 SCC 1- 235)** has held as under:—

"**Dispute relating to entitlement is not incidental to the benefit claimed and is, therefore, clearly outside the scope of a proceeding under** Section 33- **C(2) of the Act. The Labour Court has no jurisdiction to first decide the workmen's entitlement and then proceed to compute the benefit so adjudicated on that basis in exercise of its power under** Section 33-C(2) **of the Act. It is only when the entitlement has been earlier adjudicated or recognized by tile employer and thereafter for the purpose of implementation or enforcement thereof some ambiguity requires interpretation that the interpretation is treated as incidental to the Labour Court's power under** Section 33-**C(2) like that of the Executing Court's power to interpret the decree for the purpose of its execution**".

27. Similar is the judgment(s) of Hon'ble Supreme Court reported in **2006 (109) FLR 530 case titled as Union of India and another Vs. Kankuben (dead) by LRs. and others** and **Bombay Chemical Industries Vs. Deputy Labour Commissioner and Anr., 2022 Live Law (SC) 130**.

28. In view of the discussion made hereinabove, it is amply clear that the jurisdiction of Labour Court under Section 17(2) of the Act is limited to the computation of amount due and it cannot decide the dispute as to the entitlement of the petitioner to be fixed in a particular group or to determine that for what salary he is entitled to under the recommendations of Majithia Wage Board. In **Navbharat Press Employees union, Mafatlal Employees Union Vs. State of Maharashtra, Labour Industries and Energy Department and Ors., 2009 (III) Bom LR 4347**, the double bench of Hon'ble High Court of Bombay has held that the question as to which class the petitioner falls involves detailed investigation as regard gross revenue of respondent establishment, therefore, the same cannot be termed as mere implementation or execution of the Manisana Award. The relevant para of the aforesaid judgment is as under:

"15. **The dispute in this case is as regards entitlement of the members of the petitioner union to higher watges on the basis that respondent 5 falls in class II and not in class IV of clause 6 of the Manisana Award and, therefore, the basic question which has to be decided is as to in which class respondent 5 falls. That would involve a detailed investigation as regards gross revenue of respondent 5. For that purpose, various documents including the balance sheet of respondent 5 will have**

to be gone into. Therefore, this is not a mere implementation or execution of the said Manisana Award."

29. The Hon'ble Apex Court in case titled as **Kasturi and Sons Private Ltd., Vs. N. Salivateswaran and another AIR 1958 507**, has held that the enquiry contemplated under Section 17 of the Act is a summary enquiry of a very limited nature and its scope is confined to the investigation of the narrow point as to what amount is actually due to be paid to the employee under the decree and award. The relevant paras of the aforesaid judgment are reproduced as under:

"8. **It is significant that the State Government or the specific authority mentioned in** s. 17 **has not been clothed with the normal powers of a court or a tribunal to hold a formal enquiry. It is true that** s. 3**, sub-s. (1) of the Act provides for the application of the** Industrial Disputes Act, 1947**, to or in relation to working journalists subject to sub-s. (2); but this provision is in substance intended to make working journalists workmen within the meaning of the main** Industrial Disputes Act**. This section cannot be read as conferring on the State Government or the specified authority mentioned under** s. 17 **power to enforce attendance of witnesses, examine them on oath, issue commission or pass orders in respect of discovery and inspection such as can be passed by the boards, courts or tribunals under the** Industrial Disputes Act**. It is obvious that the relevant provisions of s. 11 of the** Industrial Disputes Act, 1947**, which confer the said powers on the conciliation officers, boards, courts and tribunals cannot be made applicable to the State Government or the specified authority mentioned, under** s. 17 **merely by virtue of** s. 3(1) **of the act.**

9. In this connection, it would be relevant to remember that s. 11 **of the act expressly confers the material powers on the Wage Board established tinder** s. 8 **of the Act. Whatever may be the true nature or character of the Wage Board-whether it is a legislative or an administrative body-the legislature has taken the precaution to enact the enabling provisions of** s. 11 **in the matter of the said material powers. It is well known that, whenever the legislature wants to confer upon any specified authority powers of a civil court in the matter of holding enquiries, specific provision is made in that behalf. If the legislature had intended that the enquiry authorized under** s. 17 **should include within its compass the examination of the merits of the employee's claim against his employer and a decision on it, the legislature would undoubtedly have made an appropriate provision conferring on the State Government or the specified authority the relevant powers essential for the purpose of effectively holding such an enquiry. The fact that the legislature has enacted** s. 11 **in regard to the Wage Board but has not made any corresponding provision in regard to the State Government or the specified authority under s. 17 lends strong corroboration to the view that the enquiry contemplated by** s. 17 **is a summary enquiry of a very limited nature and its scope is confined to the investigation of the narrow point as to what amount is actually due to be paid to the employee under the decree, award, or other valid order obtained by the employee after establishing his claim in that behalf. We are reluctant to accept the view that the legislature intended that the specified authority or the State Government should hold a larger enquiry into the merits of the employee's claim without conferring on the State Government or the specified authority the necessary powers in that behalf. In this connection, it would be relevant to Point out that in many cases some complicated questions of fact may**

arise when working journalists make claims for wages against their employers. It is not unlikely that the status of the working journalist, the nature of the office he holds and the class to which he belongs may themselves be matters of dispute between the parties and the decision of such disputed questions of fact may need thorough examination and a formal enquiry. If that be so it is not likely that the legislature could have intended that such complicated questions of fact should be dealt with in a summary enquiry indicated by s. 17**."**

30. Keeping in view, the above discussion in view of the law as discussed above petitioner is not entitled to the arrears as claimed by him and accordingly issues no. 1 & 2 are decided against the petitioner.

ISSUE NO.3

31. So far as issue No.3 is concerned, it is evident that an application was moved by the applicant mark-P6 before the designated authority under the Act for issuance of recovery certificate in compliance of the order(s) dated 28.4.2015, 12.1.2016 and 23.8.2016 passed by the Hon'ble Apex Court in **CCP No. 128 of 2015 and 129 of 2015 and WP (C) No. 246 of 2011 dated 7.2.2014** and claimed for the dues since the issuance of notification by the Central Government on the recommendations of Majithia Wage Board. The applicant had also submitted Form C as per Rule 36 of the Working Journalists (Conditions of Service) and Miscellaneous Provisions Rules, 1957. It is evident from the record that the application was primarily made by the petitioner before the designated authority under the Working Journalists (conditions of Service) and Miscellaneous Provisions Act, 1955 for issuance of recovery certificate under section 17(1) of the Act. The petitioner had made a request that the directions issued by the Hon'ble Supreme Court vide order dated 23.8.2016 be complied with and in para no.2 of the application the applicant had made it clear that that the application has been moved under section 17(1) of the Act and in the last of the para no.3, it was mentioned by the applicant that since the employee has not preferred the application under Section 17(2), the same cannot be referred for adjudication under the misguided pressure of the management as the same would attract contempt of Court against the Labour Commissioner. Thus, it is amply clear that the application was preferred by the petitioner under section 17(1) of the Act. Coming to the reference in hand, the Labour-cum-Conciliation Officer, Shimla zone while exercising the powers vested in him vide notification dated 18.10.2016 has referred the dispute under Section 17(2) to this Court. Now, if the above notification is perused, the same reads as under:—

"**In exercise of powers conferred as sub-section (1) of Section 17 of the Working Journalists and Other Newspaper Employees (Condition of Service) and Miscellaneous Act, 1955 (45 of 1955), the Governor of Himachal Pradesh is pleased to specify the Labour Officer of the Department of Labour and Employment, Himachal Pradesh as authority within their respective jurisdiction for the purpose of Section 17 of the Act ibid, with immediate effect**."

There is nothing on record to remotely suggest that the powers were also conferred upon the Labour-cum-Conciliation Officer, Shimla vide any notification issued by the Government to refer the matter to this Court even under Section 17(2) of the Act.

32. Now, the question which has been raised before this Court is as to whether the Labour-cum-Conciliation Officer, Shimla was competent to refer the matter to this Court in view of notification dated 18.10.2016, as referred to supra under Section 17(2) of the Act. In this regard, it would be beneficial to refer to the judgment of Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur in WP No. 6402 of 2019 dated 17.11.2022 case titled as **All India Reporter Private Limited, a Company incorporated and registered under the Companies Act having its registered office at Medows House, Nagindas Master Road, Fort, Mumbai – 400023 and its industrial establishment at Congress Nagar, Nagpur, through its Managing Director – Shri Sumant Widyadhar Chitaley (Original Party No.1). Vs. The State of Maharashtra, through the Secretary, Department of Industries, Energy and Labour, Mantralaya, Mumbai and anr.** The relevant portion of the judgment is reproduced as under:

"6] **In the light of the rival submissions, the question that deserves consideration is whether it is open for the State Government to delegate its power of referring a question arising under the Act of 1955 to any authority or whether such power has to be exercised by the State Government itself. To consider the said question, it would be necessary to refer to the provisions of Sections 17(1) and (2) of the Act of 1955, which read thus :**

"17. Recovery of money due from an employer.—(1) Where any amount is due under this Act to a newspaper employee from an employer, the newspaper employee himself, or any person authorised by him in writing in this behalf, or in the case of the death of the employee, any member of his family may, without prejudice to any other mode of recovery, make an application to the State Government for the recovery of the amount due to him, and if the State Government, or such authority, as the State Government may specify in this behalf, is satisfied that any amount is so due, it shall issue a certificate for that amount to the Collector, and the Collector shall proceed to recover that amount in the same manner as an arrear of land revenue. (2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 or under any corresponding law relating to investigation and settlement of industrial disputes in force in the State and the said act or law shall have effect in relation to the Labour Court as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law."

7]. A perusal of Section 17(1) of the Act of 1955 indicates that without prejudice to any other mode of recovery, it would be open for a newspaper employee to seek recovery of amount due to him by making an application to the State Government. On the State Government or such authority that the State Government may satisfy in this behalf being satisfied that any amount is so due, a certificate for such amount can be issued to the Collector who can then proceed to recover that amount in the same manner as an arrear of land revenue. It is clear

from the said provision that the State Government has been conferred the power of delegating the task of determining whether any amount is due as claimed by a newspaper employee. The State Government can either itself or through such authority as specified issue a certificate as provided. In contrast, when the provisions of Section 17(2) of the Act of 1955 are analyzed, it becomes clear that no such power of delegation has been conferred on the State Government. Thus, if any question arises as to the amount due under the Act of 1955, it is for the State Government either on its own motion or on upon an application made to it to refer the question to any Labour Court as permitted. In other words, the State Government has not been conferred any power to delegate the task of referring such question to any Labour Court. There is thus a clear distinction contained in the provisions of Sections 17(1) and 17(2) of the Act of 1955 inasmuch as the power of delegation conferred on the State Government under Section 17(1) is missing in Section 17(2) of the Act of 1955. In this regard, the learned Counsel for the petitioner is justified in relying upon the decision in M. Chandru (supra) wherein the Hon'ble Supreme Court has observed in clear terms that delegation of power is permissible if there exists such provision in the Principal Act. The power to delegate being a statutory requirement must find place in the Principal Act itself. It is thus clear that in the absence of any such power of delegation being conferred upon the State Government under Section 17(2) of the Act of 1955 to refer any question as to whether any amount is due under the Act of 1955 to a newspaper employee, such reference has to be made by the State Government itself.

8……..

9]. It was also submitted by the learned Counsel for the petitioner that since the members of the Union sought determination of their entitlement to higher wages, remedy under Section 17 of the Act of 1955 was not available. What was required to be resolved was an industrial dispute and therefore the members of the Union ought to have invoke appropriate jurisdiction in that regard. Reliance was placed on the decision in Sanjay Shalikram Ingle (supra). However, since it has been found that the Additional Commissioner of Labour was not empowered to make the reference under Section 17(2) of the Act of 1955 to the Labour Court, it would not be necessary at this stage to consider the said aspect of the matter. If a reference is made by the State Government under Section 17(2) of the Act of 1955, the said aspect can be considered at that stage".

33. This judgment was followed by the Hon'ble High Court of Bombay, Aurangabad Bench in case titled as **Head of Human Resources, Dainik Bhaskar Group Vs. Dinesh Devidas Pardeshi 2023 (177) FLR 218**.

34. Thus, it is amply clear from the above judgments that powers under Section 17(2) of the Act cannot be delegated to the Labour-cum-Conciliation Officer, Shimla to make a reference under Section 17(2) of the Act nor any such notification has been produced or brought to the notice

of this Court that the Labour-cum-Conciliation Officer, Shimla was authorized to make a reference to this Court even under Section 17(2) of the Act.

35. In view of the discussion made hereinabove, and in view of the ratio of judgment of Hon'ble High Court of Bombay at Nagpur bench, followed by the Hon'ble High Court of Bombay at Aurangabad Bench (supra), that the Government cannot delegate its powers under Section 17 (2) of the Act to any Labour Officer to file a reference in this regard before this Court. The reference, thus, which has been made to this Court is without any jurisdiction and the same is not maintainable. Hence, issue no.3 is in favour of the respondent and answered in affirmative**.**

ISSUE NO. 4

36. Since, issue no. 3 has been decided in favour of the respondent and it has been held by the Court that this claim is not maintainable as such this issue has become redundant.

RELIEF.

37. In view of my findings on issues no. 1 to 3 above, the claim filed by the petitioner fails and hereby dismissed. The petitioner is not entitled to any relief under this petition, however, it is made clear that the observations as made in this award would not debar the petitioner to avail any other remedy if available to him under the law.

38. Let a copy of this award be communicated to the Appropriate Government as well as to the Labour Officer, Shimla zone for further action. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 2nd day of August, 2025.

Sd/-

(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla, H.P.*

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE

H.P. INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference No : 63 of 2017

Instituted on : 01.05.2017

Decided on : 02.08.2025

Pushpa Sahota d/o late Shri S.N. Sahota, 34 Main Block North View, P&T Colony, The Mall Shimla, H.P. ..*Petitioner.*

Versus

1. M/s Dainik Bhaskar, D.B Corporation Ltd., Regional Office, Plot No. 11-12, Sector-25-D, Chandigarh.

2. M/s Dainik Bhaskar, Malbrow House, Near DPRO Office, Chhota Shimla, Shimla-2, H.P. . . *Respondents.*

Reference under Section 17(2) of the Working Journalists and other Newspaper Employees (Conditions of Services and Miscellaneous Provisions) Act, 1955.

For the petitioner : Sh. Ram Lal Raj, Advocate

For the respondents : Sh. Surinder Saklani, Advocate

AWARD

The Labour-cum-Conciliation Officer, Shimla Zone Shimla has made the following reference to this Court after failure of the conciliation proceedings:—

> "Whether the action of the employers M/S Dainik Bhaskar, D.B. Corporation Ltd. Regional Office, Plot No. 11-12, Sector-25D, Chandigarh and M/s Dainik Bhaskar, Malbrow House, Near DPRO Office, Chhota Shimla, H.P. for not paying claim of arrears amounting to Rs. 15,41,248/- (Rs. Fifteen lakh Forty one thousand two hundred forty eight only) to Smt. Pushpa Sahota d/o late Shri S.N Sahota, 34 Main Block North View, P&T Colony, The Mall Shimla, H.P. as difference of wages actually drawn and due as per recommendation of Majithia Wage Boards (Copy of claim enclosed) constituted under Section 9 & 13(C) of the Working Journalists and Other Newspaper Employees (Condition of Services and Miscellaneous Provisions Act, 1955) is legal and justified? If yes, to what amount of relief/arrear, along-with interest etc., the aggrieved employee is entitled to from the above employers/ management?"

2. The case as emerges from the statement of claim is that petitioner was appointed as Reporter-Editorial by the respondents vide appointment letter dated 01.04.2009. Petitioner was working with the respondents without any complaint to the utmost satisfaction of her superiors and she was deputed to work with the respondents office at Shimla. The wage board submitted its recommendations to the Government on 31.12.2010 and the Central Government vide notification dated 01.01.2011 accepted the recommendations by making the award enforceable by virtue of the decision passed by the Hon'ble Supreme Court of India in writ petition *i.e.* CWP No. 246 of 2011 filed by the owners of the newspapers establishment against the wage board and its recommendation. The Hon'ble Supreme Court dismissed all the writ petitions filed against the wage board vide judgment dated 7.2.2014. The Hon'ble Supreme Court directed all the newspapers establishment that the wages as per award of Majithia Wage Board shall be payable from 11.11.2011, the date when Central Government accepted and notified the recommendations of Majithia Wage Board. The Hon'ble Supreme Court further directed the managements to pay all the arrears up to March, 2014 to all the employees in four installments within one year and to pay revised wages from April, 2014. The petitioner in pursuance to the decision of Hon'ble Supreme Court had also approached the respondent(s) management to release the benefits by virtue of

notification dated 11.11.2011, but the respondents management had not considered the plea of the petitioner and dill-dolly the matter on one pretext or the other. The respondent(s) management used to harass the petitioner with dire consequences and threatened her with transfer, termination and dismissal of service which is clearly violative of Section-16A of Working Journalist Act, 1955 **(hereinafter to be referred as the Act).** The petitioner had made a complaint before the Labour Commissioner of Himachal Pradesh, Shimla on 25.09.2016 averring therein that the respondents have harassed her, whereby the Labour Commissioner has passed order to stop the harassment, dismissal or transfer etc. of the petitioner. The petitioner raised demand notice before the Labour-cum-Conciliation Officer, Shimla to which the respondent management filed reply on 20.09.2016, whereby the respondents raised objections that the petitioner is not entitled for any benefit under the provision of Majithia Wage Board. Since, the conciliation proceedings failed as such the matter was referred to this Court for adjudication. According, to the provisions of the Act, the petitioner is entitled for arrears of amount from November, 2009 to 2016 which comes to Rs. 15,41,248/- along with compounded interest @ 24% per annum. The respondent(s) management has failed to grant the arrears to the petitioner despite the fact that the petitioner has done her job with the respondents promptly and with utmost satisfaction of her superiors.

3. Notice of this claim was sent to the respondents in pursuance thereof the respondent contested the claim by filing reply wherein it is submitted that the petitioner was promoted to the post of senior sub-editor which is purely an administrative and managerial level post. It is averred that as per the directions issued by the Hon'ble Apex Court, only the eligible working and non-working journalists falls under the preview and definition as enshrined under the Act, who are entitle for the payment in terms of the Majithia Wage Board recommendation. It is denied that the petitioner has ever approached the respondents in any manner as per the procedure established under the law for claiming her dues. The respondents have not acted in any manner which is in contravention of the directions issued by the Hon'ble Apex Court. The petitioner knowing about her ineligibility for getting the benefits as per recommendations has started to take undue advantages from the respondents. The petitioner has also submitted her declaration under clause 20 (j) before the respondents, whereby she has willingly and with free consent has opted to retain her current salary and emoluments. The petitioner since the date of her engagement with the respondents was well conversant with the fact that the transfer from one place to another is part of service which term is also mentioned in her appointment letter. The petitioner was transferred from Shimla to Bhatinda on administrative grounds. It is denied that the petitioner was harassed by the respondents. It is further denied that the petitioner is entitled for arrears of amount from November 2009 to June 2017 along with the compound interest @ 24% per annum as well as with the cost of the present proceeding. It was claimed that the petitioner does not fall under the definition of either working journalist or non-working journalist, and prayed for the dismissal of the claim petition.

4. Petitioner filed rejoinder in which she denied preliminary objections raised by the respondent and also denied the averments as made in the reply and reaffirmed those as made in the statement of claim.

5. On the pleadings, this Court formulated the following issues on 26.06.2018.

1. Whether the action of the employers/ respondents for not paying claim of arrears amounting to Rs. 15,41,248/- to petitioner as difference of wages actually drawn

and due as per recommendation of Majithia Wage Board constituted under Section 9 & 13(c) of the Working Journalists and other Newspapers Employees (Condition of services and Miscellaneous Provisions Act, 1955) is illegal and unjustified, as alleged? ..*OPP.*

2. If issue no. 1 is proved in affirmative, to what amount of relief/ arrear, along-with interest etc., the petitioner is entitled? ..*OPP.*

3. Relief

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed. Petitioner appeared in the witness box as PW-1, whereas respondent examined S/Shri Bharamanand Devrani, Dy. News editor as RW-1 and Aditya Dubey, as RW-2 and Sh. Joginder Singh, Reporter as RW-3.

7. I have heard the Ld. Counsel Shri Ram Lal Raj, Advocate for the petitioner and Shri Virender Chauhan, Ld. vice Csl. for Surinder Saklani, Advocate for the respondents and have gone through the written arguments submitted by both the parties as well as records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : No

Issue No. 2 : Not entitled to any relief

Relief : Reference is answered in Negative as per operative part of the Award

REASONS FOR FINDINGS

ISSUES NO.1 & 2.

9. Both these issues are intermingled and inter-connected and require common appreciation of the evidence, as such both these issues are taken up together for the purpose of determination.

10. Onus to prove issues no.1 & 2 is on the petitioner.

11. The claim of the petitioner is based upon the fact that Central Government constituted Majithia Wage Board for revision of wages of newspaper establishments and the Majithia Wage Board recommended revision in wages on 01.07.2010. The said recommendations were accepted by the Central Government vide notification dated 11.11.2011. The recommendations of the Majithia Wage Board were notified by the Government, which were challenged by the various newspaper agencies before the Hon'ble Apex Court, however, the Hon'ble Apex Court has upheld the recommendations of the Majithia Board.

12. Before proceeding further, it would be appropriate to first discuss the evidence which is on record.

13. To prove her case, the petitioner stepped into the witness box as PW-1 and led her evidence by way of affidavit PW-1/A, which is just a reproduction of the averments as made in the petition. She also placed on record the copy of offer letter dated 01.04.2009 issued by the respondent Ex. PW-1/B, copy of notification dated 11.11.2011 issued by Government of India Mark P-1, copy of judgment passed by Hon'ble Supreme Court Mark P-2, copy of complaint dated 25.09.2016 Mark P-3, copy of demand notice mark P-4 and copy of reply dated 20.09.2016 mark P-5. It is evident from order dated 15.06.2019 that the petitioner was asked to bring her entire evidence, but petitioner did not appear in the Court for her cross-examination nor any evidence of the petitioner was present. The learned counsel for the petitioner closed the evidence on behalf of the petitioner vide order dated 22.08.2019. Thus, it is quite evident from the record that the petitioner did not offer herself to be cross-examined by the respondents, as such, her examination-in-chief is also of no help to the case of the petitioner.

14. This is the entire evidence which has been led by the petitioner.

15. In order to rebut the case of the petitioner, respondents examined Shri Bharamanand Devrani, Dy. News Editor of respondent as RW-1 and led his evidence by way of affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply.

16. During cross-examination, he admitted that he was not the appointing authority of the petitioner rather he was his boss. The petitioner used to work under him as sub-editor. He denied that the petitioner was ever harassed after filing the complaint before the Labour Commissioner. He denied that the salary of the petitioner was not paid regularly.

17. The other witness examined by the respondent is Shri Adtiya Dubey, Senior Manager HR, who appeared into the witness box as RW-2 and led his evidence by way of affidavit RW-2/A, which is just a reproduction of the averments as made in the reply. He also tender in evidence declaration given under clause 20 (J) of the Majithia Wage Board as Ex. RW-2/B.

18. During cross-examination, he admitted that petitioner had worked *w.e.f.* 04.01.2009 to 26.03.2016 as a sub-editor with the respondents. He denied that the petitioner was ever harassed after filing of the complaint before the Labour Commissioner. He further denied that the salary of the petitioner was not paid regularly.

19. Respondents also examined Shri Joginder Singh as RW-3, who led his evidence by way of affidavit Ex. RW-3/A, which is just a reproduction of the averments as made in the reply.

20. During cross-examination, he admitted that he was posted as reporter. He admitted that he was not the appointing authority of the petitioner rather he was his junior. He denied that the petitioner was harassed after filing of the complaint before the Labour Commissioner. He denied that the salary of the petitioner was not paid regularly.

21. This is the entire evidence which has been led by the respondents.

22. So far as the claim of the petitioner is concerned though the claim of the petitioner is based on the recommendations of Majithia Wage Board and on notification dated 11.11.2011 but while leading evidence as well as by submitting the statement of claim the petitioner has not made it clear or established on record that in which group of employee she falls nor there is any evidence to establish what kind of work was assigned to her to fix her in any of the group(s) of employee(s) as per the recommendations of Majithia Wage Board. Apart from that the petitioner has also not classified the class of newspaper establishment with which she was working. Though, the respondent has taken the plea that the petitioner does not fall within the definition of workman under the Act and she fall under the exception of Section 2 (f) of the Act. Even, it is presumed that the petitioner did fall under the definition of working journalist then also the petitioner has not made a single averment as to which category the unit in which he was working, did fall and in which category she falls as per the recommendations of the Majithai Wage Board. Petitioner has not offered herself for her cross-examination. In the absence of any such pleadings and proof thereof, it is difficult for this Court to fix the petitioner in any of the categories.

23. As per the case of the petitioner, she worked with the respondent *w.e.f.* 01.04.2009. A suggestion was put to RW-2 by the petitioner that she worked with the respondents till 26.03.2016. Thus, it is clear from the suggestion that at the time when the petitioner had moved application before the Labour Officer, there was no relationship of employer and employee between the parties. Thus, it stand establish that there was no relationship between employee and employer at the time when the demand was raised and the petitioner had left the services before raising this claim. The petitioner who was not in relationship with the respondent cannot agitate that she was entitled to enhance salary as per recommendation of Majithia Wage Board. The Hon'ble Apex Court in case titled as (2014) SCC-9 407, has observed as under:—

"53. **This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.**

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p.515 in the Ready Mix Concrete case (supra), the conditions are as follows:—

"(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service."

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's "four indicia" of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at p.429, observes as follows:

"(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal."

57. A recent decision by the Queen's Bench, in JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the Ready Mix Concrete case (supra) as mentioned above. The JGE case (supra), further noted that 'control' was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one."

24. The other point which was raised in this reference by the respondent is that the provisions of Section 17(2) of the Act are similar to the provisions of Section 33-C(2) of the Industrial Disputes Act. The powers uner section 33-C(2) of the I.D Act confined on the Labour Court are that of executing Court as such the petitioner could not raise any dispute under Section 17(2) of the Act which was not pre-adjudicated or predetermined. The petitioner has raised the claim for difference in pay as per the recommendations of Majithia Wage Board. The reference has been made to this Court under Section 17(2) of the Act. Section 17of the Act reads as under:

"17. Recovery of money due from an employer. –

(1) Where any amount is due under this Act to a newspaper employee from an employer, the newspaper employee himself, or any person authorized by him in writing in this behalf or in case of the death of the employee, any member of his family may, without prejudice to any other mode of recovery, make an application to the State Government for the recovery of the amount due to him and if the State Government or such authority as the State Government may specify in this behalf, is satisfied that any amount is so die, it shall issue a certificate for that amount to the Collector, and the Collector or shall proceed to recover that amount in the same manner as an arrear of land revenue.

(2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 (14 of 1947), or under any corresponding law relating to investigation and settlement of

Industrial disputes in force in the State and the said Act or law shall have effect in relation to the Labour Court as if question so referred were a matter referred to the Labour Court for the adjudication under that Act or law.

(3) .....

25. The Hon'ble High Court of Judicature of Madras in **WP No. 6343 of 2022 dated 15.04.2022 case titled as S. Madhavan Vs. M/s THG Publishing Pvt. Ltd. (formerly M/s Kasturi & Sons Ltd.) 859 and 860 Anna Salai Chennai-6000002** has dealt with the similar matter. The Hon'ble high Court of Madras has considered the scope of Section 17(2) of the Act and held as under:—

"10. **It is not disputed that the claim of the petitioner for difference in Dearness Allowance for the period 11.11.2011 is based on the Award of the Majithia Wage Board, which was approved by the Government of India on 11.11.2011 and confirmed by the Hon'ble Supreme Court in W.P.(Civil)No.246 of 2011 on 07.02.2014. The petitioner's raised a dispute claiming difference in Dearness allowance and the same was referred to the Labour Court by the Government of Tamil Nadu in G.O.(ID) 441 dated 21.07.2016 under Section 17 (2) of the Working Journalist and other Newspaper Employees (conditions of service) and Miscellaneous Provisions Act 1955. During the pendency of the said reference in the present 205/2011 the petitioner's were retrenched and hence the complaint under Section 33(1) (a) of the I.D. Act was filed. Let me now refer to the provisions of the Working Journalist Act as well as the ID Act which are relevant for the purpose of this case. Section 2(K) of the ID Act reads as follows:**

"2(k)"industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person; "

Section 17(2) of the Working Journalist Act which reads as follows:—

"17(2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 (14 of 1947), or under any corresponding law relating to investigation and settlement of industrial disputes in force in the State and the said Act or law shall have effect in relation to the Labour Court as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law."

11. The reading of Section 17(2), particularly the phrase "as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law", in my view cannot convert the question into a dispute as defined and

understood under Section 2(K) of the I.D. Act. The words, as if the question so referred were a matter referred to the Labour Court for adjudication under the act or law" would only mean that while answering the question the Labour Court would adjudicate it in the same manner as it would adjudicate a reference under the I.D. Act. To say that the reference of the question to the Labour Court changes the character of the reference into an industrial dispute goes against the letter and spirit of the said provision. The legislature has used the term "refer the question". The legislature has consciously avoided the term 'dispute', because the legislature was aware that the term 'dispute' has its own connotations under the I.D Act. From a reading of the definition of Industrial Dispute under Section 2(k), it is clear that the question that is referred under Section 17(2) cannot be construed as an industrial dispute. An industrial dispute referred to therein is in relation to non employment, the terms of employment or conditions of labour. Whereas the question under Section 17(2) relates to computation of claim and hence, it would not fall under the definition of industrial dispute under the ID Act.

12. **As rightly contended by the learned counsel for the respondent Section 17 of the Working Journalist Act is akin to Section 33(C)(2) of the I.D Act. It is well settled by catena of Judgments of this Court as well as Hon'ble Supreme Court that the jurisdiction exercised by the Labour Court under Section 33(C)(2) is that of an Executing Court. In the present case, it is seen that the recommendations of the Majithia Wage Board were accepted by the Government of India on 11.11.2011 and the same was challenged before the Hon'ble Supreme Court, which confirmed the recommendations of the Majithia Wage Board, but with modification that the same would be effective from 11.11.2011 only.**

13. **It is the respondents' case that the respondent had paid the dues to the petitioner and other employees as per the order of the Hon'ble Supreme Court in 2014-2015 itself, but the petitioner claimed higher Dearness Allowance and therefore petitioned the Government under the Working Journalist Act. The Government in terms of Section 17 of the Working Journalist Act referred the claim petition to the Principal Labour Court. The aforesaid facts clearly establish that the question referred to was a claim relating to the computation of difference in the Dearness Allowance paid by the respondent to the petitioner. In my view, the question referred to the Labour Court on the basis of the Majithia Wage Board recommendations relates to computation of Dearness Allowance under Section 17(2) of the Working Journalist Act and hence not an industrial dispute as defined in the Industrial Disputes Act. I am fortified in my view by the Judgment of the Hon'ble Division Bench of the Gujarat High Court in Keshavlal M.Rao Vs. State of Gujarat and Others reported in 1993 (1) LLN 373. The Hon'ble Chief Justice, S.Nainar Sundaram, J. while considering similar issue held as follows:—**

"Section 17 to a very great extent by verbalism and by implications stands in pari materia with Section 33C of the Industrial Disputes Act, 1947. Section 33C(1) of

the Industrial Disputes Act, 1947 is comparable with Section 17(1) of the Act; and Section 33C(2) of the Industrial Disputes Act, 1947 is comparable with Section 17(2) of the Act. The scope of Section 33C of the Industrial Disputes Act, 1947 has come up for consideration by pronouncements not only at the level of the High Courts but also at the level of the Apex Court of the land. They are incisive and they have, without any ambiguity characterized the machinery under Section 33C(2) of the Industrial Disputes Act, 1947 as one relatable to execution stage and not at the adjudicatory level over the right to relief claimed by applicant and denied by the opponent. They have held that investigation into and determination of any dispute regarding the applicant's right to relief and the corresponding liability of the opponent will be outside the scope of the said provision. The set of expression found in Section 33C(2) of the Industrial Disputes Act, 1947 is "If any question arises as to the amount of money due", from the employer to the workman. As already noted, the set of expressions used in Section 17(2) of the Act is "If any question arises as to the amount due under this Act to a newspaper employee from his employer". Under Section 33C(2) of the Industrial Disputes Act, 1947, the specified Labour Court decides that question. Under Section 17(2) of the Act, the question gets referred to the Labour Court for its decision over it. The similar features between the two provisions are very portent and on the basic factor that the provisions are in pari materia, there is every warrant for applying the ratio of the judicial pronouncements delineating the scope of Section 33C(2) of the Industrial Disputes Act, 1947 to delineate the scope of Section 17(2) of the Act."

26. Since, it has been held by the Hon'ble High Court of Madras that the provisions of Section 17(2) of the Act are akin to the provisions of Section 33-C(2) of the Act and such proceedings under Section 33-C(2) are summery in nature. Thus, the pronouncement delineating the scope of Section 33-C (2) of the Industrial Disputes Act, 1947 would also be helpful for disposal of this case. The Hon'ble Apex Court in case titled as **Municipal Corporation of Delhi Vs. Razak (1995 SCC 1- 235)** has held as under:—

"**Dispute relating to entitlement is not incidental to the benefit claimed and is, therefore, clearly outside the scope of a proceeding under** Section 33- **C(2) of the Act. The Labour Court has no jurisdiction to first decide the workmen's entitlement and then proceed to compute the only when the entitlement has been earlier adjudicated or recognized by tile employer and thereafter for the purpose of implementation or enforcement thereof some ambiguity requires interpretation that the interpretation is treated as incidental to the Labour Court's power under** Section 33- **C(2) like that of the Executing Court's power to interpret the decree for the purpose of its execution**".

27. Similar is the judgment(s) of Hon'ble Supreme Court reported in **2006 (109) FLR 530 case titled as Union of India and another Vs. Kankuben (dead) by LRs. and others** and **Bombay Chemical Industries Vs. Deputy Labour Commissioner and Anr., 2022 Live Law (SC) 130**.

28. In view of the discussion made hereinabove, it is amply clear that the jurisdiction of Labour Court under Section 17(2) of the Act is limited to the computation of amount due and it cannot decide the dispute as to the entitlement of the petitioner to be fixed in a particular group or to determine that for what salary she is entitled to under the recommendations of Majithia Wage Board. In **Navbharat Press Employees union, Mafatlal Employees Union Vs. State of Maharashtra, Labour Industries and Energy Department and Ors., 2009 (III) Bom LR 4347**, the double bench of Hon'ble High Court of Bombay has held that the question as to which class the petitioner falls involves detailed investigation as regard gross revenue of respondent establishment, therefore, the same cannot be termed as mere implementation or execution of the Manisana Award. The relevant para of the aforesaid judgment is as under:—

"15. **The dispute in this case is as regards entitlement of the members of the petitioner union to higher watges on the basis that respondent 5 falls in class II and not in class IV of clause 6 of the Manisana Award and, therefore, the basic question which has to be decided is as to in which class respondent 5 falls. That would involve a detailed investigation as regards gross revenue of respondent 5. For that purpose, various documents including the balance sheet of respondent 5 will have to be gone into. Therefore, this is not a mere implementation or execution of the said Manisana Award**."

29. The Hon'ble Apex Court in case titled as **Kasturi and Sons PrivateLtd., Vs. N. Salivateswaran and another AIR 1958 507**, has held that the enquiry contemplated under Section 17 of the Act is a summary enquiry of a very limited nature and its scope is confined to the investigation of the narrow point as to what amount is actually due to be paid to the employee under the decree and award. The relevant paras of the aforesaid judgment are reproduced as under:—

"8. It is significant that the State Government or the specific authority mentioned in s. 17 **has not been clothed with the normal powers of a court or a tribunal to hold a formal enquiry. It is true that** s. 3**, sub-s. (1) of the Act provides for the application of the** Industrial Disputes Act, 1947**, to or in relation to working journalists subject to sub-s. (2); but this provision is in substance intended to make working journalists workmen within the meaning of the main** Industrial Disputes Act**. This section cannot be read as conferring on the State Government or the specified authority mentioned under** s. 17 **power to enforce attendance of witnesses, examine them on oath, issue commission or pass orders in respect of discovery and inspection such as can be passed by the boards, courts or tribunals under the** Industrial Disputes Act**. It is obvious that the relevant provisions of s. 11 of the** Industrial Disputes Act, 1947**, which confer the said powers on the conciliation officers, boards, courts and tribunals cannot be made applicable to the State Government or the specified authority mentioned, under** s. 17 **merely by virtue of** s. 3(1) **of the act.**

9. In this connection, it would be relevant to remember that s. 11 **of the act expressly confers the material powers on the Wage Board established tinder** s. 8 **of the Act.**

Whatever may be the true nature or character of the Wage Board-whether it is a legislative or an administrative body-the legislature has taken the precaution to enact the enabling provisions of s. 11 **in the matter of the said material powers. It is well known that, whenever the legislature wants to confer upon any specified authority powers of a civil court in the matter of holding enquiries, specific provision is made in that behalf. if the legislature had intended that the enquiry authorized under** s. 17 **should include within its compass the examination of the merits of the employee's claim against his employer and a decision on it, the legislature would undoubtedly have made an appropriate provision conferring on the State Government or the specified authority the relevant powers essential for the purpose of effectively holding such an enquiry. The fact that the legislature has enacted** s. 11 **in regard to the Wage Board but has not made any corresponding provision in regard to the State Government or the specified authority under s. 17 lends strong corroboration to the view that the enquiry contemplated by** s. 17 **is a summary enquiry of a very limited nature and its scope is confined to the investigation of the narrow point as to what amount is actually due to be paid to the employee under the decree, award, or other valid order obtained by the employee after establishing his claim in that behalf. We are reluctant to accept the view that the legislature intended that the specified authority or the State Government should hold a larger enquiry into the merits of the employee's claim without conferring on the State Government or the specified authority the necessary powers in that behalf. In this connection, it would be relevant to Point out that in many cases some complicated questions of fact may arise when working journalists make claims for wages against their employers. It is not unlikely that the status of the working journalist, the nature of the office he holds and the class to which he belongs may themselves be matters of dispute between the parties and the decision of such disputed questions of fact may need thorough examination and a formal enquiry. If that be so it is not likely that the legislature could have intended that such complicated questions of fact should be dealt with in a summary enquiry indicated by** s. 17**."**

30. It is evident that an application was moved by the applicant before the designated authority under the Act for issuance of recovery certificate in compliance of the order(s) dated 28.4.2015, 12.1.2016 & 23.8.2016 passed by the Hon'ble Apex Court in **CCP No. 128 of 2015 and 129 of 2015 & WP (C) No. 246 of 2011 dated 7.2.2014** mark-P4 and claimed for the dues since the issuance of notification by the Central Government on the recommendations of Majithia Wage Board. The applicant had also submitted Form C as per Rule 36 of the Working Journalists (Conditions of Service) and Miscellaneous Provisions Rules, 1957. It is evident from the record that the application was primarily made by the petitioner before the designated authority under the Working Journalists (conditions of Service) and Miscellaneous Provisions Act, 1955 for issuance of recovery certificate under section 17(1) of the Act. The petitioner had made a request that the directions issued by the Hon'ble Supreme Court vide order dated 23.8.2016 be complied with and in para no.2 of the application the applicant had made it clear that that the application has been moved under section 17(1) of the Act and in the last of the para no.3, it was mentioned by the applicant that since the employee has not preferred the application under Section 17(2), the same cannot be referred for adjudication under the misguided pressure of the management as the same would attract contempt of Court against the Labour Commissioner. Thus, it is amply clear that the application was preferred by the petitioner under section 17(1) of the Act. Coming to the reference in hand, the Labour-cum-Conciliation Officer, Shimla zone while exercising the powers vested in

him vide notification dated 18.10.2016 has referred the dispute under Section 17(2) to this Court. Now, if the above notification is perused, the same reads as under:—

> "**In exercise of powers conferred as sub-section (1) of Section 17 of the Working Journalists and Other Newspaper Employees (Condition of Service) and Miscellaneous Act, 1955 (45 of 1955), the Governor of Himachal Pradesh is pleased to specify the Labour Officer of the Department of Labour and Employment, Himachal Pradesh as authority within their respective jurisdiction for the purpose of Section 17 of the Act ibid, with immediate effect**."

There is nothing on record to remotely suggest that the powers were also conferred upon the Labour-cum-Conciliation Officer, Shimla vide any notification issued by the Government to refer the matter to this Court even under Section 17(2) of the Act.

31. Now, the question which arrises before this Court is as to whether the Labour-cum-Conciliation Officer, Shimla was competent to refer the matter to this Court in view of notification dated 18.10.2016, as referred to supra under Section 17(2) of the Act. In this regard, it would be beneficial to refer to the judgment of Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur in WP No. 6402 of 2019 dated 17.11.2022 case titled as **All India Reporter Private Limited, a Company incorporated and registered under the Companies Act having its registered office at Medows House, Nagindas Master Road, Fort, Mumbai – 400023 and its industrial establishment at Congress Nagar, Nagpur, through its Managing Director – Shri Sumant Widyadhar Chitaley (Original Party No.1). Vs. The State of Maharashtra, through the Secretary, Department of Industries, Energy and Labour, Mantralaya, Mumbai and anr.** The relevant portion of the judgment is reproduced as under:

> "6] **In the light of the rival submissions, the question that deserves consideration is whether it is open for the State Government to delegate its power of referring a question arising under the Act of 1955 to any authority or whether such power has to be exercised by the State Government itself. To consider the said question, it would be necessary to refer to the provisions of Sections 17(1) and (2) of the Act of 1955, which read thus:**
>
> **"17. Recovery of money due from an employer.—(1) Where any amount is due under this Act to a newspaper employee from an employer, the newspaper employee himself, or any person authorised by him in writing in this behalf, or in the case of the death of the employee, any member of his family may, without prejudice to any other mode of recovery, make an application to the State Government for the recovery of the amount due to him, and if the State Government, or such authority, as the State Government may specify in this behalf, is satisfied that any amount is so due, it shall issue a certificate for that amount to the Collector, and the Collector shall proceed to recover that amount in the same manner as an arrear of land revenue. (2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour**

Court constituted by it under the Industrial Disputes Act, 1947 or under any corresponding law relating to investigation and settlement of industrial disputes in force in the State and the said act or law shall have effect in relation to the Labour Court as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law."

7]. A perusal of Section 17(1) of the Act of 1955 indicates that without prejudice to any other mode of recovery, it would be open for a newspaper employee to seek recovery of amount due to him by making an application to the State Government. On the State Government or such authority that the State Government may satisfy in this behalf being satisfied that any amount is so due, a certificate for such amount can be issued to the Collector who can then proceed to recover that amount in the same manner as an arrear of land revenue. It is clear from the said provision that the State Government has been conferred the power of delegating the task of determining whether any amount is due as claimed by a newspaper employee. The State Government can either itself or through such authority as specified issue a certificate as provided. In contrast, when the provisions of Section 17(2) of the Act of 1955 are analyzed, it becomes clear that no such power of delegation has been conferred on the State Government. Thus, if any question arises as to the amount due under the Act of 1955, it is for the State Government either on its own motion or on upon an application made to it to refer the question to any Labour Court as permitted. In other words, the State Government has not been conferred any power to delegate the task of referring such question to any Labour Court. There is thus a clear distinction contained in the provisions of Sections 17(1) and 17(2) of the Act of 1955 inasmuch as the power of delegation conferred on the State Government under Section 17(1) is missing in Section 17(2) of the Act of 1955. In this regard, the learned Counsel for the petitioner is justified in relying upon the decision in M. Chandru (supra) wherein the Hon'ble Supreme Court has observed in clear terms that delegation of power is permissible if there exists such provision in the Principal Act. The power to delegate being a statutory requirement must find place in the Principal Act itself. It is thus clear that in the absence of any such power of delegation being conferred upon the State Government under Section 17(2) of the Act of 1955 to refer any question as to whether any amount is due under the Act of 1955 to a newspaper employee, such reference has to be made by the State Government itself.

8 ……..

9]. It was also submitted by the learned Counsel for the petitioner that since the members of the Union sought determination of their entitlement to higher wages, remedy under Section 17 of the Act of 1955 was not available. What was required to be resolved was an industrial dispute and therefore the members of the Union ought to have invoke appropriate jurisdiction in that regard. Reliance was placed on the decision in Sanjay Shalikram Ingle (supra). However, since it has been

found that the Additional Commissioner of Labour was not empowered to make the reference under Section 17(2) of the Act of 1955 to the Labour Court, it would not be necessary at this stage to consider the said aspect of the matter. If a reference is made by the State Government under Section 17(2) of the Act of 1955, the said aspect can be considered at that stage".

32. This judgment was followed by the Hon'ble High Court of Bombay, Aurangabad Bench in case titled as **Head of Human Resources, Dainik Bhaskar Group Vs. Dinesh Devidas Pardeshi 2023 (177) FLR 218**.

33. Thus, it is amply clear from the above judgments that powers under Section 17(2) of the Act cannot be delegated to the Labour-cum-Conciliation Officer, Shimla to make a reference under Section 17(2) of the Act nor any such notification has been produced or brought to the notice of this Court that the Labour-cum-Conciliation Officer, Shimla was authorized to make a reference to this Court even under Section 17(2) of the Act.

34. In view of the above discussion made hereinabove, since the reference which has been come to this Court for adjudication is not maintainable, as such, the petitioner is not entitled for any relief as claimed by her from this Court and accordingly issues no. 1 & 2 are decided against the petitioner**.**

RELIEF.

35. In view of my findings on issues no. 1 & 2 above, the claim filed by the petitioner fails and hereby dismissed. The petitioner is not entitled to any relief under this petition, however, it is made clear that the observations as made in this award would not debar the petitioner to avail any other remedy if available to her under the law.

36. Let a copy of this award be communicated to the Appropriate Government as well as to the Labour Officer, Shimla zone for further action. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 2nd day of August, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**

Reference No : 64 of 2017

Instituted on : 01.05.2017

Decided on : 02.08.2025

Mast Ram s/o Sh. Rangilu Ram, Village Duggi, P.O. Chalwara, Tehsil Jawali, District Kangra, H.P. ..*Petitioner.*

Versus

1. M/s Danik Bhaskar, D.B. Corporation Ltd., Regional Office, Plot No. 11-12, Sector 25-D, Chandigarh.

2. M/s Dainik Bhaskar, Malbrow House, Near DPRO Office, Chhota Shimla, H.P.
..*Respondents.*

Reference under Section 17(2) of the Working Journalists and other Newspaper Employees (Conditions of Services and Miscellaneous Provisions) Act, 1955.

For the petitioner : Sh. Ram Lal Raj, Advocate

For the respondents : Sh. Surinder Saklani, Advocate

AWARD

The Labour-cum-Conciliation Officer, Shimla Zone Shimla has made the following reference to this Court after failure of the conciliation proceedings:—

> "Whether the action of the employers M/s Dainik Bhaskar, D.B. Corporation Ltd., Regional Office Plot No. 11-12, Sector 25-D, Chandigarh and M/s Dainik Bhaskar Malbrow House, Near DPRO Office Chhotta Shimla, H.P. for not paying claim of arrears amounting to Rs. 12,79,680/- (Rs. Twelve Lakh Seventy Nine Thousand Six Hundred Eighty only) Sh. Mast Ram s/o Sh. Rangilu Ram, Village Duggi, P.O. Chalwara, Tehsil Jawali, District Kangra, H.P. as difference of wages actually drawn and due as per recommendation of Majithia Wage Boards (Copy of claim enclosed) constituted under Section 9 & 13(C) of the Working Journalists and Other Newspaper Employees (Condition of Services and Miscellaneous Provisions Act, 1955) is legal and justified? If yes, to what amount of relief/ arrear, along-with interest etc., the aggrieved employee is entitled to from the above employers/ management?"

2. The case as emerges from the statement of claim is that petitioner was appointed as Page Maker by the respondents vide appointment letter dated 05.05.2000. Petitioner was working with the respondents without any complaint to the utmost satisfaction of his superiors. He was deputed to work with the respondent(s) office at Shimla. The wage board submitted its recommendations to the Government on 31.12.2010 and the Central Government vide notification dated 11.11.2011 accepted the recommendations by making the award enforceable by virtue of the decision passed by the Hon'ble Supreme Court of India in writ petition *i.e* CWP No. 246 of 2011 filed by the owners of the newspapers establishment against the wage board and its recommendation. The Hon'ble Supreme Court dismissed all the writ petitions filed against the wage board vide judgment dated 07.02.2014. The Hon'ble Supreme Court directed all the newspapers establishment that the wages as per award of Majithia Wage Board shall be payable for

11.11.2011, the date when Central Government accepted and notified the recommendations of Majithia Wage Board. The Hon'ble Supreme Court further directed that the managements to pay the arrears up to March, 2014 to all the employees in four installments within one year and to pay revised wages from April, 2014. The petitioner in pursuance to the decision of Hon'ble Supreme Court had also approached the respondents management to release the benefits by virtue of notification dated 11.11.2011, but the respondents management had not considered the plea of the petitioner and dill-dolly the matter on one pretext or the other. The respondents management used to harass the petitioner with dire consequences and threatened him with transfer, termination and dismissal of service, which is clearly violative of Section-16-A of Working Journalist Act, 1955 (hereinafter to be referred as the Act). The petitioner made a complaint before the Labour Commissioner of Himachal Pradesh, Shimla on 25.09.2016 averring therein that the respondents have harassed him whereby the Labour Commissioner has passed order to stop the harassment, dismissal or transfer etc. of the petitioner from newspaper. The petitioner raised demand notice before the Labour-cum-Conciliation Officer, Shimla and the respondents management filed reply on 20.09.2016 whereby the respondents raised objections that the petitioner is not entitled for any benefit under the provision of Majithia Wage Board. Since, the conciliation proceedings failed as such the matter was referred to this Court for adjudication. According, to the provisions of Wage Journalist Act, the petitioner is entitled for arrears amount from November, 2011 to 2017 which comes to Rs. 17,23,889/- along with compounded interest @ 24% per annum. The respondents management have failed to grant the arrears to the petitioner despite the fact that the petitioner has done his job with the respondents promptly and with utmost satisfaction of the superior.

3. Notice of this claim was sent to the respondents in pursuance thereof the respondents contested the claim by filing reply wherein it was submitted that the petitioner does not fall under the purview of either working journalist or non-working journalist as such this court has no jurisdiction. On merits, It is averred that as per the directions issued by the Hon'ble Apex Court, only the eligible working and non-working journalists false under the preview and definition as enshrined under the Act, who entitle for the payment in terms of the Majithia Wage Board recommendation. It is denied that the petitioner ever approached the respondent(s) in any manner as per the procedure established under the law for claiming his dues. The respondent has not acted in any manner which is in contravention of the directions issued by the Hon'ble Apex Court. The petitioner knowingly about his ineligibility for getting the benefits as per recommendations has started to take undue advantages from the respondents. The petitioner has also submitted his declaration under clause 20 (j) before the respondents whereby he was willfully and with free consent has opted to retain his current salary and emoluments. The petitioner since the date of his engagement with the respondents was well conversant with the fact that the transfer from one place to another is part of service which term is also mentioned in his appointment letter. It is denied that the petitioner was harassed by the respondents. It is further denied that the petitioner is entitled for any arrears of amount along with the compound interest @ 24% per annum as claimed by him with the cost of the present proceeding. The petitioner does not fall under the definition of either working journalist or non-working journalist and prayed for the dismissal of the claim petition.

4. Petitioner filed rejoinder in which he denied preliminary objections raised by the respondent and also denied the averments as made in the reply and reaffirmed those as made in the statement of claim.

5. On the pleadings, this Court formulated the following issues on 26.06.2018:—

1. Whether the action of the employers/ respondents for not paying claim of arrears amounting to Rs. 12,79,680/- to petitioner as difference of wages actually drawn and due as per recommendation of Majithia Wage Boards constituted under Section 9 & 13 (C) of the Working Journalists and Other Newspaper Employees (Condition of services and Miscellaneous Provisions Act, 1955) is illegal and unjustified, as alleged? ..*OPP.*

2. If issue no. 1 is proved in affirmative, to what amount of relief/ arrear, along-with interest etc., the petitioner is entitled? ..*OPP.*

3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed. Petitioner appeared in the witness box as PW-1, whereas respondents examined S/Shri Aditya Dubey as RW-1 and Sh. Bharamanand Devrani, Dy. News editor as RW-2.

7. I have heard the Ld. Counsel Shri Ram Lal Raj, Advocate for the petitioner and Shri Virender Chauhan, Ld. vice Csl. for Surinder Saklani, Advocate for the respondents and have gone through the written arguments submitted by both the parties as well as records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : No

Issue No. 2 : Not entitled to any relief

Relief : Reference is answered in Negative as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO. 1 & 2

9. Both these issues are intermingled and inter-connected and require common appreciation of the evidence, as such both these issues are taken up together for the purpose of determination.

10. Onus to prove issues no.1 & 2 is on the petitioner.

11. The claim of the petitioner is based upon the fact that Central Government constituted Majithia Wage Board for revision of wages of newspaper establishments and the Majithia Wage Board recommended revision in wages on 01.07.2010. The said recommendations were accepted

by the Central Government vide notification dated 11.11.2011. The recommendations of the Majithia Wage Board were notified by the Government, which were challenged by the various newspaper agencies before the Hon'ble Apex Court, however, the Hon'ble Apex Court has upheld the recommendations of the Majithia Board.

12. Before proceeding further, it would be appropriate to first discuss the evidence which is on record.

13. To prove his case, the petitioner stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. He also placed on record the copy certificate dated 30.06.2000 issued by the respondent Ex. PW-1/B, copy of notification dated 11.11.2011 issued by Government of India Mark P-1, copy of judgment passed by Hon'ble Supreme Court Mark P-2, copy of complaint dated 25.09.2016 Mark P-3, copy of demand notice mark P-4 and copy of reply dated 22.10.2016 mark P-5.

14. During cross-examination, he stated that he was working as paster with the respondent in Chandigarh since 2008 and he is working as a page maker. He admitted that once the page is finalized by the page maker it is final. He stated that he does not know the category to which he belongs and the same is not mentioned in the statement of claim. He further deposed that he does not know that a different class of news agencies have been created by Majithia Wage Board and he further showed ignorance that in which category Dainik Bhaskar News Paper falls. He admitted that his work was managerial administrative work.

15. This is the entire evidence which has been led by the petitioner.

16. In order to rebut the case of the petitioner, respondent examined Shri Adtiya Dubey as RW-1 and led his evidence by way of affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply. He also tender in evidence declaration given under clause 20(J) of the Majithia Wage Board Ex. RW-1/B.

17. During cross-examination, he admitted that he was posed as Sr. Manager HR. He admitted that petitioner had worked *w.e.f.* 05.05.2000 to 30.04.2019 as a page maker with the respondents. He denied that the petitioner was harassed after filing the complaint before the Labour Commissioner. He further denied that the salary of the petitioner was not paid regularly.

18. The other witness examined by the respondent is Shri Bharamanand Devrani, Dy. News Editor of respondent as RW-2 and led his evidence by way of affidavit Ex. RW-2/A, which is just a reproduction of the averments as made in the reply.

19. During cross-examination, he admitted that he was not the appointing authority of the petitioner rather he was his immediate boss. The petitioner used to work under him as sub-editor. He has no knowledge to say that since when the petitioner was working with the respondent(s). He denied that the petitioner was harassed after filing the complaint before the Labour Commissioner. He denied that the salary of the petitioner was not paid regularly.

20. This is the entire evidence which has been led by the respondents.

21. So far as the claim of the petitioner is concerned though the claim of the petitioner is based on the recommendations of Majithia Wage Board and on notification dated 11.11.2011 but while leading evidence as well as by submitting the statement of claim the petitioner has not made it clear or established on record that in which group of employee he falls nor there is any evidence to establish what kind of work was assigned to him to fix him in any of the group(s) of employee(s) as per the recommendations of Majithia Wage Board. Apart from that the petitioner has also not classified the class of newspaper establishment with which he was working. Though, the respondent has taken the plea that the petitioner does not fall within the definition of workman under the Act and he fall under the exception of Section 2 (f) of the Act. Even, if it is presumed that the petitioner did fall under the definition of working journalist then also the petitioner has not made a single averment as to which category the unit in which he was working, did fall and in which category he falls as per the recommendations of the Majithai Wage Board. In the absence of any such pleadings and proof thereof, it is difficult for his Court to fix the petitioner in any of the categories.

22. The other point which was raised in this reference by the respondent is that the provisions of Section 17(2) of the Act are similar to the provisions of Section 33-C(2) of the Industrial Disputes Act. The powers uner section 33-C(2) of the I.D Act confined on the Labour Court are that of executing Court as such the petitioner could not raise any dispute under Section 17(2) of the Act which was not pre-adjudicated or predetermined. The petitioner has raised the claim for difference in pay as per the recommendations of Majithia Wage Board. The reference has been made to this Court under Section 17(2) of the Act. Section 17of the Act reads as under:—

"17. Recovery of money due from an employer. –

(1) **Where any amount is due under this Act to a newspaper employee from an employer, the newspaper employee himself, or any person authorized by him in writing in this behalf or in case of the death of the employee, any member of his family may, without prejudice to any other mode of recovery, make an application to the State Government for the recovery of the amount due to him and if the State Government or such authority as the State Government may specify in this behalf, is satisfied that any amount is so die, it shall issue a certificate for that amount to the Collector, and the Collector or shall proceed to recover that amount in the same manner as an arrear of land revenue.**

(2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 (14 of 1947), or under any corresponding law relating to investigation and settlement of Industrial disputes in force in the State and the said Act or law shall have effect in relation to the Labour Court as if question so referred were a matter referred to the Labour Court for the adjudication under that Act or law.

(3) .....

23. The Hon'ble High Court of Judicature of Madras in **WP No. 6343 of 2022 dated 15.04.2022 case titled as S. Madhavan Vs. M/s THG Publishing Pvt. Ltd. (formerly M/s Kasturi & Sons Ltd.) 859 and 860 Anna Salai Chennai-6000002** has dealt with the similar matter. The Hon'ble high Court of Madras has considered the scope of Section 17(2) of the Act and held as under:—

"10. **It is not disputed that the claim of the petitioner for difference in Dearness Allowance for the period 11.11.2011 is based on the Award of the Majithia Wage Board, which was approved by the Government of India on 11.11.2011 and confirmed by the Hon'ble Supreme Court in W.P.(Civil) No. 246 of 2011 on 07.02.2014. The petitioner's raised a dispute claiming difference in Dearness allowance and the same was referred to the Labour Court by the Government of Tamil Nadu in G.O.(ID) 441 dated 21.07.2016 under Section 17 (2) of the Working Journalist and other Newspaper Employees (conditions of service) and Miscellaneous Provisions Act 1955. During the pendency of the said reference in the present 205/2011 the petitioner's were retrenched and hence the complaint under Section 33(1) (a) of the I.D. Act was filed. Let me now refer to the provisions of the Working Journalist Act as well as the ID Act which are relevant for the purpose of this case. Section 2(K) of the ID Act reads as follows:**

"2(k)"industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person; "

Section 17(2) of the Working Journalist Act which reads as follows:—

"17(2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 (14 of 1947), or under any corresponding law relating to investigation and settlement of industrial disputes in force in the State and the said Act or law shall have effect in relation to the Labour Court as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law."

11. The reading of Section 17(2), particularly the phrase "as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law", in my view cannot convert the question into a dispute as defined and understood under Section 2(K) of the I.D. Act. The words, as if the question so referred were a matter referred to the Labour Court for adjudication under the act or law" would only mean that while answering the question the Labour Court would adjudicate it in the same manner as it would adjudicate a reference under

the I.D. Act. To say that the reference of the question to the Labour Court changes the character of the reference into an industrial dispute goes against the letter and spirit of the said provision. The legislature has used the term "refer the question". The legislature has consciously avoided the term 'dispute', because the legislature was aware that the term 'dispute' has its own connotations under the I.D Act. From a reading of the definition of Industrial Dispute under Section 2(k), it is clear that the question that is referred under Section 17(2) cannot be construed as an industrial dispute. An industrial dispute referred to therein is in relation to non employment, the terms of employment or conditions of labour. Whereas the question under Section 17(2) relates to computation of claim and hence, it would not fall under the definition of industrial dispute under the ID Act.

12. **As rightly contended by the learned counsel for the respondent Section 17 of the Working Journalist Act is akin to Section 33(C)(2) of the I.D Act. It is well settled by catena of Judgments of this Court as well as Hon'ble Supreme Court that the jurisdiction exercised by the Labour Court under Section 33(C)(2) is that of an Executing Court. In the present case, it is seen that the recommendations of the Majithia Wage Board were accepted by the Government of India on 11.11.2011 and the same was challenged before the Hon'ble Supreme Court, which confirmed the recommendations of the Majithia Wage Board, but with modification that the same would be effective from 11.11.2011 only.**

13. **It is the respondents' case that the respondent had paid the dues to the petitioner and other employees as per the order of the Hon'ble Supreme Court in 2014-2015 itself, but the petitioner claimed higher Dearness Allowance and therefore petitioned the Government under the Working Journalist Act. The Government in terms of Section 17 of the Working Journalist Act referred the claim petition to the Principal Labour Court. The aforesaid facts clearly establish that the question referred to was a claim relating to the computation of difference in the Dearness Allowance paid by the respondent to the petitioner. In my view, the question referred to the Labour Court on the basis of the Majithia Wage Board recommendations relates to computation of Dearness Allowance under Section 17(2) of the Working Journalist Act and hence not an industrial dispute as defined in the Industrial Disputes Act. I am fortified in my view by the Judgment of the Hon'ble Division Bench of the Gujarat High Court in Keshavlal M.Rao Vs. State of Gujarat and Others reported in 1993 (1) LLN 373. The Hon'ble Chief Justice, S.Nainar Sundaram, J. while considering similar issue held as follows:—**

"Section 17 to a very great extent by verbalism and by implications stands in pari materia with Section 33C of the Industrial Disputes Act, 1947. Section 33C(1) of the Industrial Disputes Act, 1947 is comparable with Section 17(1) of the Act; and Section 33C(2) of the Industrial Disputes Act, 1947 is comparable with Section 17(2) of the Act. The scope of Section 33C of the Industrial Disputes Act, 1947 has come up for consideration by pronouncements not only at the level of the High

Courts but also at the level of the Apex Court of the land. They are incisive and they have, without any ambiguity characterized the machinery under Section 33C(2) of the Industrial Disputes Act, 1947 as one relatable to execution stage and not at the adjudicatory level over the right to relief claimed by applicant and denied by the opponent. They have held that investigation into and determination of any dispute regarding the applicant's right to relief and the corresponding liability of the opponent will be outside the scope of the said provision. The set of expression found in Section 33C(2) of the Industrial Disputes Act, 1947 is "If any question arises as to the amount of money due", from the employer to the workman. As already noted, the set of expressions used in Section 17(2) of the Act is "If any question arises as to the amount due under this Act to a newspaper employee from his employer". Under Section 33C(2) of the Industrial Disputes Act, 1947, the specified Labour Court decides that question. Under Section 17(2) of the Act, the question gets referred to the Labour Court for its decision over it. The similar features between the two provisions are very portent and on the basic factor that the provisions are in pari materia, there is every warrant for applying the ratio of the judicial pronouncements delineating the scope of Section 33C(2) of the Industrial Disputes Act, 1947 to delineate the scope of Section 17(2) of the Act."

24. Since, it has been held by the Hon'ble High Court of Madras that the provisions of Section 17(2) of the Act are akin to the provisions of Section 33-C(2) of the Act and such proceedings under Section 33-C(2) are summery in nature. Thus, the pronouncement delineating the scope of Section 33-C (2) of the Industrial Disputes Act, 1947 would also be helpful for disposal of this case. The Hon'ble Apex Court in case titled as **Municipal Corporation of Delhi Vs. Razak (1995 SCC 1- 235)** has held as under:—

"**Dispute relating to entitlement is not incidental to the benefit claimed and is, therefore, clearly outside the scope of a proceeding under** Section 33- **C(2) of the Act. The Labour Court has no jurisdiction to first decide the workmen's entitlement and then proceed to compute the benefit so adjudicated on that basis in exercise of its power under** Section 33-C(2) **of the Act. It is only when the entitlement has been earlier adjudicated or recognized by tile employer and thereafter for the purpose of implementation or enforcement thereof some ambiguity requires interpretation that the interpretation is treated as incidental to the Labour Court's power under** Section 33- **C(2) like that of the Executing Court's power to interpret the decree for the purpose of its execution**".

25. Similar is the judgment(s) of Hon'ble Supreme Court reported in **2006 (109) FLR 530 case titled as Union of India and another Vs. Kankuben (dead) by LRs. and others** and **Bombay Chemical Industries Vs. Deputy Labour Commissioner and Anr., 2022 Live Law (SC) 130**.

26. In view of the discussion made hereinabove, it is amply clear that the jurisdiction of Labour Court under Section 17(2) of the Act is limited to the computation of amount due and it

cannot decide the dispute as to the entitlement of the petitioner to be fixed in a particular group or to determine that for what salary he is entitled to under the recommendations of Majithia Wage Board. In **Navbharat Press Employees union, Mafatlal Employees Union Vs. State of Maharashtra, Labour Industries and Energy Department and Ors., 2009 (III) Bom LR 4347**, the double bench of Hon'ble High Court of Bombay has held that the question as to which class the petitioner falls involves detailed investigation as regard gross revenue of respondent establishment, therefore, the same cannot be termed as mere implementation or execution of the Manisana Award. The relevant para of the aforesaid judgment is as under:—

> "15. **The dispute in this case is as regards entitlement of the members of the petitioner union to higher watges on the basis that respondent 5 falls in class II and not in class IV of clause 6 of the Manisana Award and, therefore, the basic question which has to be decided is as to in which class respondent 5 falls. That would involve a detailed investigation as regards gross revenue of respondent 5. For that purpose, various documents including the balance sheet of respondent 5 will have to be gone into. Therefore, this is not a mere implementation or execution of the said Manisana Award**."

27. The Hon'ble Apex Court in case titled as **Kasturi and Sons PrivateLtd., Vs. N. Salivateswaran and another AIR 1958 507**, has held that the enquiry contemplated under Section 17 of the Act is a summary enquiry of a very limited nature and its scope is confined to the investigation of the narrow point as to what amount is actually due to be paid to the employee under the decree and award. The relevant paras of the aforesaid judgment are reproduced as under:—

> "8. **It is significant that the State Government or the specific authority mentioned in** s. 17 **has not been clothed with the normal powers of a court or a tribunal to hold a formal enquiry. It is true that** s. 3**, sub-s. (1) of the Act provides for the application of the** Industrial Disputes Act, 1947**, to or in relation to working journalists subject to sub-s. (2); but this provision is in substance intended to make working journalists workmen within the meaning of the main** Industrial Disputes Act**. This section cannot be read as conferring on the State Government or the specified authority mentioned under** s. 17 **power to enforce attendance of witnesses, examine them on oath, issue commission or pass orders in respect of discovery and inspection such as can be passed by the boards, courts or tribunals under the** Industrial Disputes Act**. It is obvious that the relevant provisions of s. 11 of the** Industrial Disputes Act, 1947**, which confer the said powers on the conciliation officers, boards, courts and tribunals cannot be made applicable to the State Government or the specified authority mentioned, under** s. 17 **merely by virtue of** s. 3(1) **of the act.**
>
> **9. In this connection, it would be relevant to remember that** s. 11 **of the act expressly confers the material powers on the Wage Board established tinder** s. 8 **of the Act. Whatever may be the true nature or character of the Wage Board-whether it is a legislative or an administrative body-the legislature has taken the precaution to enact the enabling provisions of** s. 11 **in the matter of the said material powers. It is well known that, whenever the legislature wants to confer upon any specified authority powers of a civil court in the matter of holding enquiries, specific**

provision is made in that behalf. if the legislature had intended that the enquiry authorized under s. 17 **should include within its compass the examination of the merits of the employee's claim against his employer and a decision on it, the legislature would undoubtedly have made an appropriate provision conferring on the State Government or the specified authority the relevant powers essential for the purpose of effectively holding such an enquiry. The fact that the legislature has enacted** s. 11 **in regard to the Wage Board but has not made any corresponding provision in regard to the State Government or the specified authority under s. 17 lends strong corroboration to the view that the enquiry contemplated by** s. 17 **is a summary enquiry of a very limited nature and its scope is confined to the investigation of the narrow point as to what amount is actually due to be paid to the employee under the decree, award, or other valid order obtained by the employee after establishing his claim in that behalf. We are reluctant to accept the view that the legislature intended that the specified authority or the State Government should hold a larger enquiry into the merits of the employee's claim without conferring on the State Government or the specified authority the necessary powers in that behalf. In this connection, it would be relevant to Point out that in many cases some complicated questions of fact may arise when working journalists make claims for wages against their employers. It is not unlikely that the status of the working journalist, the nature of the office he holds and the class to which he belongs may themselves be matters of dispute between the parties and the decision of such disputed questions of fact may need thorough examination and a formal enquiry. If that be so it is not likely that the legislature could have intended that such complicated questions of fact should be dealt with in a summary enquiry indicated by** s. 17**."**

28. It is evident that an application mark-P6 was moved by the applicant before the designated authority under the Act for issuance of recovery certificate in compliance of the order(s) dated 28.4.2015, 12.1.2016 and 23.8.2016 passed by the Hon'ble Apex Court in **CCP No. 128 of 2015 and 129 of 2015 and WP (C) No. 246 of 2011 dated 7.2.2014** and claimed for the dues since the issuance of notification by the Central Government on the recommendations of Majithia Wage Board. The applicant had also submitted Form C as per Rule 36 of the Working Journalists (Conditions of Service) and Miscellaneous Provisions Rules, 1957. It is evident from the record that the application was primarily made by the petitioner before the designated authority under the Working Journalists (conditions of Service) and Miscellaneous Provisions Act, 1955 for issuance of recovery certificate under section 17(1) of the Act. The petitioner had made a request that the directions issued by the Hon'ble Supreme Court vide order dated 23.8.2016 be complied with and in para no.2 of the application the applicant had made it clear that that the application has been moved under section 17(1) of the Act and in the last of the para no.3, it was mentioned by the applicant that since the employee has not preferred the application under Section 17(2), the same cannot be referred for adjudication under the misguided pressure of the management as the same would attract contempt of Court against the Labour Commissioner. Thus, it is amply clear that the application was preferred by the petitioner under section 17(1) of the Act. Coming to the reference in hand, the Labour-cum-Conciliation Officer, Shimla zone while exercising the powers vested in him vide notification dated 18.10.2016 has referred the dispute under Section 17(2) to this Court. Now, if the above notification is perused, the same reads as under:

"**In exercise of powers conferred as sub-section (1) of Section 17 of the Working Journalists and Other Newspaper Employees (Condition of Service) and**

Miscellaneous Act, 1955 (45 of 1955), the Governor of Himachal Pradesh is pleased to specify the Labour Officer of the Department of Labour and Employment, Himachal Pradesh as authority within their respective jurisdiction for the purpose of Section 17 of the Act ibid, with immediate effect."

There is nothing on record to remotely suggest that the powers were also conferred upon the Labour-cum-Conciliation Officer, Shimla vide any notification issued by the Government to refer the matter to this Court even under Section 17(2) of the Act.

29. Now, the question which has been raised before this Court is as to whether the Labour-cum-Conciliation Officer, Shimla was competent to refer the matter to this Court in view of notification dated 18.10.2016, as referred to supra under Section 17(2) of the Act. In this regard, it would be beneficial to refer to the judgment of Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur in WP No. 6402 of 2019 dated 17.11.2022 case titled as **All India Reporter Private Limited, a Company incorporated and registered under the Companies Act having its registered office at Medows House, Nagindas Master Road, Fort, Mumbai – 400023 and its industrial establishment at Congress Nagar, Nagpur, through its Managing Director – Shri Sumant Widyadhar Chitaley (Original Party No.1). Vs. The State of Maharashtra, through the Secretary, Department of Industries, Energy and Labour, Mantralaya, Mumbai and anr.** The relevant portion of the judgment is reproduced as under:

"6] **In the light of the rival submissions, the question that deserves consideration is whether it is open for the State Government to delegate its power of referring a question arising under the Act of 1955 to any authority or whether such power has to be exercised by the State Government itself. To consider the said question, it would be necessary to refer to the provisions of Sections 17(1) and (2) of the Act of 1955, which read thus :**

"17. Recovery of money due from an employer.- (1) Where any amount is due under this Act to a newspaper employee from an employer, the newspaper employee himself, or any person authorised by him in writing in this behalf, or in the case of the death of the employee, any member of his family may, without prejudice to any other mode of recovery, make an application to the State Government for the recovery of the amount due to him, and if the State Government, or such authority, as the State Government may specify in this behalf, is satisfied that any amount is so due, it shall issue a certificate for that amount to the Collector, and the Collector shall proceed to recover that amount in the same manner as an arrear of land revenue. (2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 or under any corresponding law relating to investigation and settlement of industrial disputes in force in the State and the said act or law shall have effect in relation to the Labour Court as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law."

7]. A perusal of Section 17(1) of the Act of 1955 indicates that without prejudice to any other mode of recovery, it would be open for a newspaper employee to seek recovery of amount due to him by making an application to the State Government. On the State Government or such authority that the State Government may satisfy in this behalf being satisfied that any amount is so due, a certificate for such amount can be issued to the Collector who can then proceed to recover that amount in the same manner as an arrear of land revenue. It is clear from the said provision that the State Government has been conferred the power of delegating the task of determining whether any amount is due as claimed by a newspaper employee. The State Government can either itself or through such authority as specified issue a certificate as provided. In contrast, when the provisions of Section 17(2) of the Act of 1955 are analyzed, it becomes clear that no such power of delegation has been conferred on the State Government. Thus, if any question arises as to the amount due under the Act of 1955, it is for the State Government either on its own motion or on upon an application made to it to refer the question to any Labour Court as permitted. In other words, the State Government has not been conferred any power to delegate the task of referring such question to any Labour Court. There is thus a clear distinction contained in the provisions of Sections 17(1) and 17(2) of the Act of 1955 inasmuch as the power of delegation conferred on the State Government under Section 17(1) is missing in Section 17(2) of the Act of 1955. In this regard, the learned Counsel for the petitioner is justified in relying upon the decision in M. Chandru (supra) wherein the Hon'ble Supreme Court has observed in clear terms that delegation of power is permissible if there exists such provision in the Principal Act. The power to delegate being a statutory requirement must find place in the Principal Act itself. It is thus clear that in the absence of any such power of delegation being conferred upon the State Government under Section 17(2) of the Act of 1955 to refer any question as to whether any amount is due under the Act of 1955 to a newspaper employee, such reference has to be made by the State Government itself.

8 ……..

9]. It was also submitted by the learned Counsel for the petitioner that since the members of the Union sought determination of their entitlement to higher wages, remedy under Section 17 of the Act of 1955 was not available. What was required to be resolved was an industrial dispute and therefore the members of the Union ought to have invoke appropriate jurisdiction in that regard. Reliance was placed on the decision in Sanjay Shalikram Ingle (supra). However, since it has been found that the Additional Commissioner of Labour was not empowered to make the reference under Section 17(2) of the Act of 1955 to the Labour Court, it would not be necessary at this stage to consider the said aspect of the matter. If a reference is made by the State Government under Section 17(2) of the Act of 1955, the said aspect can be considered at that stage".

30. This judgment was followed by the Hon'ble High Court of Bombay, Aurangabad Bench in case titled as **Head of Human Resources, Dainik Bhaskar Group Vs. Dinesh Devidas Pardeshi 2023 (177) FLR 218**.

31. Thus, it is amply clear from the above judgments that powers under Section 17(2) of the Act cannot be delegated to the Labour-cum-Conciliation Officer, Shimla to make a reference under Section 17(2) of the Act nor any such notification has been produced or brought to the notice of this Court that the Labour-cum-Conciliation Officer, Shimla was authorized to make a reference to this Court even under Section 17(2) of the Act.

32. In view of the above discussion made hereinabove, since the reference which has been come to this Court for adjudication is not maintainable, as such, the petitioner is not entitled for any relief as claimed by him from this Court and accordingly issues no. 1 & 2 are decided against the petitioner**.**

RELIEF.

33. In view of my findings on issues no. 1 & 2 above, the claim filed by the petitioner fails and hereby dismissed. The petitioner is not entitled to any relief under this petition, however, it is made clear that the observations as made in this award would not debar the petitioner to avail any other remedy if available to him under the law.

34. Let a copy of this award be communicated to the Appropriate Government as well as to the Labour Officer, Shimla zone for further action. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 2nd day of August, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

Reference No. 308/2020

Dhirender Shah

Versus

The Occupier/ MD, M/s Tiger 4 Security & Facilities India Pvt. Ltd.

02.08.2025
Present: Petitioner in person with Ms. Santosh Kumari, Ld. Csl. for the petitioner.

Sh. Suraj Dass, HR Manager, with Sh. Virender Chauhan, Ld. Csl. for the respondent.

Conciliation tried, and has succeded in the matter. The referene under Section 10 (1) of the Industrial Disputes Act, 1947 received from the appropriate government vide notification no. 11-1/86(Lab)ID/2020/Paonta/Dhirender, dated 07.11.2020 sent by Joint Labour Commissioner for adjudication, which was registered before this Court as reference No. 308/2020 stood amicably resolved between the parties. Respondent has offered a one time settlement amount of Rs. 1,25,000/- (including the gratuity of the petitioner) as full and final settlement amount which the petitioner has accepted willingly. The statement of the petitioner on oath has been recorded separately. The petitioner has stated that he has effected compromise with the respondent. As per the compromise respondent has agreed to pay Rs. 1,25,000/- as a lum sum compensation (including gratuity) towards his full and final settlement amount. He further deposed that sum of Rs. 1,25,000/- has been paid to him through cheque number 000383 dated 01.08.2025 in the Court today. He further deposed that in view of compromise nothing survive in this claim as he has received his full and final settlement amount vide Ex. PW-1.

Vide separate statement the HR Manager of the respondent company, Sh. Suraj Dass, has admitted the statement made by petitioner to be correct. He deposed that vide cheque no. 000383 Ex. PW-1, full and final settlement amount has been paid to the petitioner and further deposed that the reference be accordingy disposed off.

Since the matter stood amicably settled between the parties, by way of amicable settlement, therefore, nothing survive in this claim/ reference. The present reference is answered accordingly. The statement(s) of HR manager as well as petitioner shall form part and parcel of this award.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
02.08.2025

Sd/-
(ANUJA SOOD),
Presiding Judge,
Labour Court, Shimla, H.P.

BEFORE ANUJA SOOD, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**.

Reference Number : 28 of 2025

Instituted on : 01.03.2025

Decided on : 02.08.2025

Sanjay Kumar Verma s/o Sh. Indrasan Verma, r/o Village Rigwan, Thana Maniyar, Tehsil Bansdih, District Balia, U.P. ..*Petitioner.*

Versus

The Factory Manager, M/S Malbro Exim Pvt. Ltd., Khasra No. 1082, Village Kishanpur, P.O. Gurmajra, Tehsil Nalagarh, District Solan, H.P. ..*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo.

For the Respondent : Sh. Deepak Kumar Vashisth, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether the termination of the services of Sh. Sanjay Kumar Verma s/o Sh. Indrasan Verma, r/o Village Rigwan, Thana Maniyar, Tehsil Bansdih, District Balia, UP by the factory manager, M/s Malbro Exim Pvt. Ltd., Khasra No. 1082, Village Kishanpur, P.O. Gurmajra, Tehsil Nalagarh, District Solan, H.P. w.e.f. 01.05.2024 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief including reinstatement, seniority, amount of back wages, past service benefits and compensation the aggrieved workman is entitled to from the above management?"

2. The case was listed for appearance of the parties for today but, neither the petitioner nor any counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite notice of the date of hearing, the workman/petitioner had remained *ex parte.*

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.— If without sufficient cause being shown, any party to the proceeding before

a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 01.05.2024 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman has not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 2nd day of August, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla, H.P.*

BEFORE ANUJA SOOD, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**.

Reference Number : 70 of 2020

Instituted on : 24.06.2020

Decided on : 06.08.2025

Roop Lal s/o Sh. Ranjha Ram, VPO Domehra, Tehsil Ghumarwin, District Bilaspur, H.P. ..*Petitioner.*

Versus

The Managing Director, M/s Nutan Pharmaceuticals, Village Tipra Barotiwala, Kalka Road Barotiwala, Tehsil Baddi, District Solan, H.P. ..*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For the Respondent : *Ex-parte*

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether termination of the services of Sh. Roop Lal s/o Sh. Ranjha Ram, VPO Domehra, Tehsil Ghumarwin, Distt. Bilaspur, (H.P.) w.e.f. 28.08.2018 by the Managing Director, M/s Nutan Pharmaceuticals, Village Tipra Barotiwala, Kalka Road Barotiwala, Tehsil Baddi, District Solan, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, as alleged, is legal and justified? If not, what relief including reinstatement, amount of back wages, past service benefits, and compensation the above ex-worker is entitled to from the above management?"

2. The case was listed for evidence of the petitioner today but, neither the parties nor any counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the petitioner has remained absent, whereas respondent was already proceeded ex-parte vide order dated 08.05.2024.

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central

Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is file the statement of claim, he is unwilling adduce evidence or argue his case.

8. In the instant case, neither the petitioner nor any counsel had put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 28.08.2018 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is no evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 6th day of August, 2024.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla, H.P.*

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA.

Reference No : 124 of 2019

Instituted on : 23.08.2019

Decided on : 14.08.2025

Sandeep Kumar s/o Sh. Dila Ram Sharma, VPO Chhkoh, Tehsil Sadar, District Bilaspur, H.P. ..*Petitioner.*

Versus

The Factory Manager, M/s JSK International, Village Gullarwala, Vardhman Bhud Road, Tehsil Nalagarh, District Solan, H.P. ..*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Rahul Singh, Legal AID Counsel

For the respondent : Sh. Vishal Sharma, Adv.

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether termination of the services of Sh. Sandeep Kumar s/o Sh. Dila Ram Sharma, VPO Chhkoh, Tehsil Sadar, District Bilaspur, H.P. by the Factory Manager, M/s JSK International, Village Gullarwala, Vardhman Bhud Road, Tehsil Nalagarh, District Solan (H.P.) *w.e.f.* 20.09.2018, as alleged by workman, is legal and justified? If not, what relief including re-instatement, amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above management?"**

2. The case as set up by the petitioner in the statement of claim is that he was appointed as Operator Laser Machine vide letter dated 24.05.2016 by the respondent company which was earlier known as Avon International. Petitioner worked with the respondent company till 09.09.2018. Petitioner last worked as Junior Engineer (Laser Production) and he was promoted as

Assistant Supervisor (Prod.) vide letter dated 30.11.2016 and as Junior Engineer vide letter dated 01.06.2017. It is averred that he used to do other works also which required manual labour as such he is a workman as defined under the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act.) The work and conduct of the petitioner during his services period always remained excellent and his services were confirmed as a regular employee within a period of 6 months only. Petitioner went on one day leave after work on 09.09.2018, but he met with an accident on 10.09.2018 at his native place and sustained serious head injury. He was advised bed rest and not to travel. The fact of his injury was informed by him to his superior telephonically as he was not in position to inform in any other manner. Meanwhile, when he was bedridden, he received a letter dated 15.09.2018 from the respondent company to get back to work and to explain his absence. Petitioner went back to the company on 20.09.2018 but he was not allowed to enter the Gate of the Company. After several requests the petitioner was allowed ingress and to meet the authorized person to whom he showed his prescription slip and his fitness certificate, but he was asked to give written explanation to the letter dated 15.09.2018 issued to him. Pursuant to the said letter, petitioner submitted his medical certificate and his prescription slip as explanation to the above said letter. Respondent again issued a letter dated 22.09.2018 regarding absence of duty and showed their dissatisfaction to the explanation and documents submitted by the petitioner and demanded original documents which were already submitted on 21.09.2018. Petitioner was called every day and was made to sit at the gate without allowing him to join the work. Ultimately, petitioner raised a demand notice on 16.10.2018. Respondent was summoned by the Labour Officer and they filed their reply on 17.01.2019. First time in the reply, respondent revealed that the petitioner was transfer *w.e.f.* 01.10.2018 to Head Office Branch *i.e*. NIPA International Pvt. Ltd. at Gurgaon (HR) but petitioner had no knowledge of the same. After failure report was issued the matter was referred to the Court for adjudication. The transfer and termination of the petitioner is totally illegal which is against the provisions of Act and principles of natural justice. The petitioner has completed 240 working days in a preceding 12 months prior to his illegal termination. It is claimed that the petitioner is unemployed from the date of his illegal termination. It has been prayed through this claim that the services of the petitioner be reinstated with continuity and seniority with full back wages. The claim is duly supported with an affidavit of Sh. Sandeep Kumar, petitioner.

3. Notice of this claim was sent to the respondent, in pursuance thereof, respondent contested the claim by filing reply. Wherein respondent took preliminary objections, that the petitioner has no locus standi to file the present claim, petitioner does not fall within the definition of the workman as defined under the Act, petitioner had remained willfully absent from his duties and when he was asked to explain his position he had produced a false medical certificate, there were certain complaints against his work and conduct as the petitioner is habitual of sleeping during working hours and in this regard letter was issued to the petitioner on 08.01.2018, as per the appointment letter dated 30.06.2016 respondent could transfer the petitioner to sister concerned or to other factory, petitioner is estopped from filing the claim which lacks of material, particulars and the application is not competent and that the same is time barred. On merits, respondent denied that the petitioner was appointed on 24.06.2016 and promoted on 01.06.2017. It was reiterated that the petitioner had produced a false medical certificate and he was not performing his duties honestly and sincerely. It was alleged that there were certain complaint against his work. He was caught red handed for selling the coupons and in this regard notice was issued to this on 08.01.2020, whereby he had admitted his mistake and had tender his apology. It was denied that the respondent had

demanded original documents. It was further denied that the petitioner was not allowed to work. It was averred that the petitioner had shown prescription receipt but same were false and manipulated. It was further averred that as per terms & conditions of appointment letter petitioner could be transferred to sister concerned or other factory. On 29.09.2018 petitioner was transferred to Gurgaon, Haryana. It was averred that the claim is not maintainable and prayed for the dismissal of the present claim.

4. Rejoinder to the reply was filed by the petitioner in which he denied the preliminary objections and reiterated the averments as made in the petition.

5. On the pleadings, this Court formulated the following issues on 27.09.2022:—

1. Whether the termination of the services of the petitioner by the respondent management *w.e.f.* 20.09.2018, without complying with the provisions of the Industrial Dispute Act, 1947, is illegal and unjustified? If yes, what relief the petitioner is entitled to? ..*OPP.*

2. Whether the claim petition is neither competent nor maintainable in the present form, as alleged? ..*OPR.*

3. Relief

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard the Legal AID Counsel for the petitioner as well as Learned Counsel for the respondent and have also perused the records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : Yes

Issue No. 2 : No

Relief : Reference is answered in affirmative as per operative part of the award.

REASONS FOR FINDINGS

ISSUE NO.1

9. The onus to prove issue no. 1 is on the petitioner.

10. To prove the averments as raised in the claim petition, the petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a

reproduction of the averments as made in the claim petition. He also tendered in evidence letter dated 30.07.2019 mark-PX-1, report under 12(4) mark-PX-2, complaint mark-PX-3, reply mark-PX-4, details mark-PX-5, letters 17.09.2019 mark-PX-6, prescription slip mark-PX-7, medical certificate mark-PX-8, appointment mark-PX-9, letter 01.06.2017 mark-PX-10, letter 01.12.2016 mark-PX-11, letter 30.11.2016 mark-PX-12 and certificate mark-PX-13.

11. During cross-examination, he admitted that as per appointment letter his services were liable to be transferred to any branch, shift, post, place, sister concern or any other concern whether in existence or may come into existence. He denied that the he was not discharging his duty with sincerity and honesty. He also denied that he used to remain absent from duty without any kind of sanctioned leave in his favour. He denied that he was found sleeping during duty hours. He further denied that he tendered apology to the letter issued by the respondent in this regard. He also denied that written complaint was filed against him by Sanjeev, Nitish and Rajesh. He denied that he does not fall in the definition of workman as he was working as a Junior Engineer and Assistant Supervisor in the company. Self stated that he was operating the Laser Machine. He admitted that show cause notice for wilful absence was served upon him. He admitted that he had filed reply to the show cause notice. He denied that he did not supply the original medical certificate along with reply. He denied that he did not clear the doubts regarding his wilful absence. Self stated that he was not served with transfer letter dated 29.09.2018.

12. This is the entire evidence led by the petitioner.

13. To rebut the evidence of the petitioner, respondent examined Shri Chander Pal Dogra, HR Manager, who appeared into the witness box as RW-1 and tendered in evidence his affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply. He also tender his evidence authority letter Ex. RW-1/B, transfer order dated 29.09.2018 Ex. RW-1/C, transfer letter dated 30.11.2017 Ex. RW-1/D, appointment letter Ex. RW-1/E, copy of letter dated 22.09.2018 along with postal receipt Ex. RW-1/F, copy of complaints dated 24.09.2018 mark-RX and RX-1, copy of e-mail dated 18.09.2018 mark-RX-2, copy of letter dated 15.09.2018 along with postal receipt Ex. RW-1/G, letter dated 09.01.2018 Ex. RW-1/H and copy of visitor register mark-RX-3.

14. During cross-examination, he admitted that petitioner used to operate laser machine in the unit. He admitted that initially the petitioner was engaged in the year 2016 by M/s AVON Internationals. Self stated that M/s AVON International stood closed in the year 2017 and thereafter the services of the petitioner were retained by the respondent company. He admitted that documents vide Ex. PR-1 and PR-2 were issued by the respondent. He admitted that vide Ex. PR-3 the services of the petitioner have been regularized. He admitted that Ex. PR-4, the petitioner had taken training course for one day. He admitted that he had filed the reply to demand notice. He further admitted that the paid days of the petitioner are mentioned in letter Ex. PR-6. He admitted that on 09.09.2018, the petitioner had proceeded on one day leave and on 10.09.2018, the petitioner met with an accident, but thereafter stated that company was not aware about his accident and this fact came to the knowledge of the respondent after ten days when petitioner reported back for his duties. He admitted that the petitioner had submitted medical record mark PX-7 & mark PX-8 at the time of his joining. Self stated that respondent company had not accepted his medical record as the same were only photocopies and the petitioner was asked to bring the original record. He

denied that petitioner had submitted original medical record. He denied that petitioner was made to sit outside the factory. He admitted that transfer letter was never received by the petitioner. Self stated that petitioner did not come to receive transfer letter despite telephonic messages. He admitted that no enquiry has been conducted against the petitioner. He denied that the complaints against the petitioner were manipulated and his transfer was just a punishment. He admitted that dues of the petitioner are still pending. He denied that petitioner is not running garments business.

15. This is the entire evidence led by the respondent.

16. Since, the fact and foremost plea raised by the respondent that petitioner does not fall under the category of workman as he was appointed as Junior Engineer and Assistant Supervisor in the company. It would be apposite to venture in to the legal aspect of the matter, as to whether the petitioner would fall within the terms of section 2(s) of the Act. The Section reads as under:

"**Workman" means any person (including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—**

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, function mainly of a managerial nature.]

17. The definition itself stipulates as to who a workman would be. However, clause-1 to IV are the exceptions which have been carved out to say that the following would not fall within the category of a "workman". The bare reading of the section shows that a person who is employed in a managerial or administrative capacity would not fall within the term of workman and the person who is employed in a supervisory capacity and draws wages exceeding Rs. 10,000/- per mensem and discharge function mainly of a managerial nature would also not come within the purview of the term "workman".

18. Viewed in this context, a bare reading of the claim shows that the petitioner was appointed as a Laser Machine Operator on 24.05.2016 by the respondent company and petitioner last was worked as a Junior Engineer. Though in reply to the claim the respondent have categorically denied this fact but have claimed that petitioner does not fall under the definition of

workman as defined under the Act. The letter of appointment of the petitioner has been placed on record vide Ex. RW-1/E, which shows that the petitioner was appointed as an operator laser machine in the respondent company @ Rs. 11,014/-. The petitioner in his affidavit has stated that though his designation is Junior Engineer but he used to do work which required manual labour. He has further stated that he used to work as per the directions of his superior. Neither any workman was working under him, nor he used to pass any orders. During cross-examination of PW-1 except for the suggestions that he does not fall in the definition of workman as his designation is Junior Engineer and Assistant Supervisor, there is nothing on record to suggest that he used to supervisor the work any other official or any other workman was working under him. RW-1 during his cross-examination had admitted this fact that petitioner used to operate laser machine in the unit. From the bald suggestion put to the petitioner there is nothing on record to substantiate the plea of the respondent that petitioner was not a workman.

19. In determining the nature of work, the designation of the employee or the name assigned to him should not be given due importance. The primary duty performed by the person is to be given due importance but coming to the case in hand the evidence on record clearly establish that though the petitioner was designated as a Junior Engineer but he was operating the laser machine in the respondent company.

20. As far back in the year 2006, the Hon'ble Supreme Court in **Anand Regional Coop. Oil Seeds Growers Union Ltd. Vs. Shailesh Kumar Harshad Bhai Shah (2006) 6 SCC 548** has held that:—

> "**In determining the nature of work, essence of the matter should be considered and the designation of the employee or the name assigned to him should not be given due importance. The primary duty performed by the person is to be given due importance. For determining the question as to whether a person employed in a industry is a workman or not, not only the nature of the work performed by him but also the terms of the appointment in the job performed are relevant consideration. Being incharge of the section alone and that too shall one relating to Quality control would not answer the text".**

21. From, the evidence in record it stands established that petitioner was not discharging any supervisory or managerial duties. Neither the name of any worker whose work the petitioner was supervising has been mentioned by the respondent nor it is reflected in the appointment letter Ex. RW-1/E that the petitioner was to discharge managerial duty. Rather RW-1 has admitted this fact that petitioner was operating laser machine. Even, in reply Ex. PR-5 submitted by the respondent to the Labour-cum-Conciliation, Officer, the respondent had not taken any objection therein that the petitioner was not a workman and he was only discharging supervisory or managerial duties. In **Somnath Tulshi Ram Galande Vs. Presiding Officer, IInd Labour Court Pune and others 2008 (4) Mh.L.J 163, the Hon'ble Apex Court has held as under:—**

> **"Where a particular workman is a supervisor within or without the definition of "workman" is "ultimately a question of fact, at best one of mixed fact and law" and "will really depend upon the nature of the industry, the type of work in which he is**

engaged, the organizational set up of the particular unit of industry and the like factors."

22. The Hon'ble High Court had come to record a finding in the aforesaid case that the appellant therein was undertaking supervisory and managerial work, but it was on the facts and circumstances of that case.

23. Even otherwise it is now trite that the issue as to whether an employee answers the description of a workman or not has to be determined on the basis of conclusive evidence on record. Reference may be made in this behalf to a judgment of the Hon'ble Supreme Court **titled as Sonepat Cooperative Sugar Mills Ltd Vs. Ajit Singh (2005) 3 SCC 232**.

24. The perusal of the evidence on record discussed hereinabove conclusively goes to show that oblivious of designation assigned to the petitioner, he does fall within the purview of the term "workman" as has been detailed above. The character and nature of his duties while seen in the light of the documentary and oral evidence led by the parties, it can be concluded that the petitioner was a 'workman' within the definition of Section 2(s) of the Act. Thus, the petitioner does fall with the definitions of the workman as has been detailed above.

25. Now, coming to the other limb of arguments raised defence by the learned counsel for the respondent, that the petitioner had not produce any medical record and he wilfully remained absent from his duties and thereafter his service were transferred but petitioner failed to join at transfer place, as such his services were terminated *w.e.f.* 20.09.2018. Though, learned counsel for the respondent had contended that there were many complaints against the petitioner and petitioner had remained absent from duties and in this regard letter Ex. RW-1/G was issued to the petitioner. Petitioner is in habit of remaining absent from the job and despite verbal warning he had not shown any improvement. Though, suggestion has been put to the petitioner that the written complaint was filed against him by Sanjeev, Nitish and Rajesh, but neither such compliant has been produced on record in accordance with law nor these persons have been examined by the respondent to substantiate this plea. It is evident from the record that the petitioner was transfer vide Ex. RW-1/C, however, there is nothing on record that this transfer order was ever served upon the petitioner. Though, RW-1 has stated that petitioner was telephonically informed about the transfer order but no evidence in this regard has been produce. There is no legal evidence available on record to establish that transfer order was ever served upon the petitioner.

26. Ex. RW-1/G show that notice was issued to the petitioner, for his absence from duties and to show cause as to why disciplinary proceeding may not conduct against him. RW-1 has admitted this fact that petitioner had proceed on leave on 09.09.2018 and he has also admitted that petitioner had met with an accident on 10.09.2018. Petitioner had submitted the medical record mark PX-7 and mark PX-8 at the time of joining but the plea taken by the respondent is that original record was not produced. Respondent never conduct any enquiry about absence of the petitioner, nor the plea of abandonment has been establish on record.

27. So far as the plea of abandonment is concerned, it is well known that abandonment has to be proved by the employer like any other fact. Therefore, the burden of proving of

abandonment is upon the respondent. It has been laid down by our own Hon'ble High Court in case titled as ***Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875*** that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as ***State of Himachal Pradesh & another vs. Shri Partap Singh, 2017 (1) Him L.R. 286***, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondent for his alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact finding inquiry was got conducted by the respondent. In the present case as it emerges from the evidence on record, so was not done by the respondent. Then, '*animus'* to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such '*animus'* on the part of the respondent is forthcoming in the present case.

28. Thus, the plea of absence/ abandonment put forth by the respondent/employer is not established. The respondent neither produced on record any notice which could go to show that the petitioner was called to resume his duties nor the respondent conducted any domestic enquiry into the matter. Therefore, it cannot be said that the petitioner had remained absent without any reason or abandoned the job himself.

29. Now, coming to the other aspect of the case, that there were complaint against the petitioner but in this regard also no enquiry has been conducted, nor any explanation of the petitioner has been called. So far as, the warning letters are concerned, these letters have not been produced on record in accordance with law, nor termination letter has been produced on record. The termination of the petitioner without assigning any reason and without conducting any disciplinary proceedings is voilative of principles of natural justice. It has been held by the Hon'ble Apex Court in case titled as **Delhi Transport Corporation Vs. D.T.C Mazdor Congress and others AIR 1991 SC 101** that :—

> "199. Thus on a conspectus of the catena of cases decided by this Court the only conclusion follows is that Regulation 9(b) which confers powers on the authority to terminate the services of a permanent and confirmed employee by issuing a notice terminating the services or by making payment in lieu of notice without assigning any reasons in the order and without giving any opportunity of hearing to the employee before passing the impugned order is wholly arbitrary, uncanalised and unrestricted violating principles of natural justice as well as Art. 14 of the Constitution. It has also been held consistently by this Court that the Government carries on various trades and business activity through the instrumentality of the State such as Government Company or Public Corporations. Such Government Company or Public Corporation being State instrumentalities are State within the meaning of Art. 12 of the Constitution and as such they are subject to the observance of fundamental rights embodied in Part III as well as to conform to the directive principles in Part IV of the Constitution. In other words the Service Regulations or Rules framed by them are to be tested by the touchstone of Art. 14 of Constitution. Furthermore, the procedure prescribed by their Rules or Regulations must be reasonable, fair and just and not arbitrary, fanciful

and unjust. Regulation 9(b), there-fore, confers unbridled, uncanalised and arbi-trary power on the authority to terminate the services of a permanent employee without recording any reasons and without conforming to the principles of natural justice. There is no guideline in the Regulations or in the Act, as to when or in which cases and circumstances this power of termination by giving notice or pay in lieu of notice can be exercised. It is now well settled that the 'audi alteram partem' rule which in essence, enforces the equality clause in Article 14 of the Constitution is applicable not only to quasi judicial orders but to administrative orders affecting prejudicially the party in question unless the application of the rule has been expressly excluded by the Act or Regulation or Rule which is not the case here. Rules of natural justice do not supplant but supplement the Rules and Regulations. Moreover, the Rule of Law which permeates our Constitution demands that it has to be observed both substantially and procedurely. Considering from all aspects Regulation 9(b) is illegal and void as it is arbitrary, discriminatory and without any guidelines for exercise of the power. Rule of law posits that the power to be exercised in a manner which is just, fair and reasonable and not in an unreasonable, capricious or arbitrary manner leaving room for discrimination. Regulation 9(b) does not expressly exclude the application of the 'audi alteram partem' rule and as such the order of termination of service of a permanent, employee cannot be passed by simply issuing a month's notice under Regulation 9(b) or pay in lieu thereof without recording any reason in the order and without giving any hearing to the employee to controvert the allegation on the basis of which the purported order is made."

30. It was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:—

"*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :*

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".

31. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in "continuous service" for not less than one year, can be retrenched by the employer unless he has been given one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of Section 25-F of the Act and proceeded to terminate the services of the petitioner as such the termination of the petitioner from service on 20.09.2018 is neither legal nor justified.

32. Thus, from the above discussion, it is clear that the termination of the services of the petitioner without conducting proper domestic enquiry and that too without affording any opportunity of being heard, is illegal and unjustified.

33. Now, the last question which has been raised by the petitioner through this claim petition is that he is not only entitled for reinstatement with seniority and continuity but also for back-wages. The petitioner in his statement of claim as well in his evidence by way of affidavit has averred that since the date of his termination, he is not gainfully employed anywhere. Though, it is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether ad-hoc, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in **Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20** as well as in **Ritu Marbles Vs. Prabhankant Shukla (2010) 2 SCC 70**.

34. In the case in hand the averments as made in the claim goes unrebutted. The petitioner has shown that he was not gainfully employed anywhere. In **Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363**, the Hon'ble Apex Court held that the question of determining the entitlement of a person to back wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on the employee to prove that. The Hon'ble Apex Court in **National Gandhi Musuem Vs. Sudhir Sharma (2-21) 12 SCC 439** has considered this aspect and held as under:—

> **"Whether an employee after dismissal from service was gainfully employed is something, which is within his special knowledge. Considering the principle incorporated in Section 106 of the Indian Evidence Act, the initial burden is on the employee to come out with the case that he was not gainfully employed after the order of termination. It is a negative burden, however, in what manner the employee can discharge the said burden will depend upon peculiar facts and circumstances of each case. It all depends on the pleadings and evidence on record. Since it is a negative burden, in a given case, an assertion on oath by the employee that he was unemployed, may be sufficient compliance in the absence of any positive material brought on record by the employer."**

35. In ***Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and Others (2013) 10 SCC 324***, it has been held by the Hon'ble Supreme Court that the denial of back wages would amount to indirectly punishing the employee and rewarding the employer by relieving him of the obligation to pay back wages and where an employer wants to deny back wages or contest the employee's entitlement to get consequential benefits, employer has to plead and prove that employee was gainfully employed during the intervening period.

36. In ***Cargo Motors (Gujrat) Limited Vs. Kritikant Shivajirav Jadav, Letters Patent Appeal No. 1512 of 2019 decided on 07.08.2023***, it has been held by the Hon'ble High Court of

Gujrat at Ahemdabad that it is settled law that in a case of termination of employment, though award of back-wages is not automatic with the award of reinstatement, but in case the fault is found on the part of the employer, 100% wages can be provided. The fundamental principle is that no one can take benefit of its own wrong.

37. To my mind, now if the respondent wanted to avoid the payment of full back-wages, then it had to specifically plead and also lead cogent evidence to prove that the petitioner was gainfully employed and was getting wages equal to the wages he was drawing prior to the termination of services. Since, in the case in hand, the petitioner has shown that he was not employed, the onus lay on the respondent to specifically plead and prove that the petitioner was gainfully employed and was getting the same or substantially the similar emoluments. However, no evidence has been led on record by the respondent to show that the petitioner was gainfully employed.

38. Therefore, I have no hesitation in holding that the petitioner is entitled for re-instatement with seniority and continuity in service to full back-wages from the date of his illegal termination *i.e*. 20.09.2018 till his reinstatement. The issue no. 1 is answered in favour of the petitioner and against the respondent.

ISSUE NO. 2

39. So far as issue no. 2 is concerned, the respondent has not led any evidence to establish on record that as to how the present claim petition is not maintainable. Moreover, the present claim petition has been filed by the petitioner pursuant to the reference received from the appropriate government for adjudication. I find nothing wrong with this petition which is perfectly maintainable in the present form. The issue no. 2 is answered in negative.

RELIEF

40. As a sequel to my above discussion and findings on issues no. 1 & 2 above, the claim of the petitioner succeeds and is hereby allowed. The respondent is directed to re-instate the petitioner in service forthwith with seniority and continuity with effect from the date of his termination *i.e*. 20.09.2018 along-with full back-wages. The back-wages shall be payable by the respondent to the petitioner within a period of three months from the date of award, failing which, the same shall carry an interest @ 9% per annum. The reference is answered in the aforesaid terms.

41. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 14th day of August, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

Reference No. 88 of 2023

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**

Reference Number : 33 of 2024

Instituted on : 06.05.2024

Decided on : 18.08.2025

Narender Kumar s/o Sh. Leela Ram, r/o Village Satrajayan, P.O. Chanawag, Tehsil Sunni, District Shimla, H.P. *..Petitioner.*

Versus

1. The Executive Engineer, Jal Shakti Vibhag, Division Sunni, Tehsil Sunni, District Shimla, H.P.

2. The Sub-Divisional Officer, Sub Division Gumma, Tehsil Sunni, District Shimla, H.P.

3. Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, Sector-2, New Shimla, H.P. *..Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo.

For the Respondents no. 1 & 2 : Sh. Manoj Sharma, ADA.

For the Respondent no. 3 : Sh. Vineet Guleria, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether termination of the services of Sh. Narender Kumar s/o Sh. Leela Ram, r/o Village Satrajayan, P.O. Chanawag, Tehsil Sunni, District Shimla, H.P. by (i) The Executive Engineer, Jal Shakti Vibhag, Division Sunni, Tehsil Sunni, District Shimla, H.P., (ii) The Divisional Officer, Sub Division Gumma, Tehsil Sunni, District Shimla, H.P., (iii) Sh. Bhupesh Janartha, Managing Director, M/s Shimla Cleanways Company, Sahibu Niwas, Sector-2, New Shimla, H.P. w.e.f. 06.03.2023 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief of reinstatement in services, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workwoman is entitled to from the above managements?"

2. Notice issued to the petitioner has returned back to the Court with the report that petitioner is dead. Despite the case being called several times since morning, neither LR(s) has put an appearance before this Court nor the name of LR(s) of the petitioner are available on the record

of file, so that the notice could be issued to the LR(s) of the petitioner. Since, no LR's come forward to pursue this case, thus it is to be construed that LR's are not interested to proceed further this case.

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

> *"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".*

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:-

> *"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."*

5. Rule 22 reads thus:—

> *"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."*

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

> *"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."*

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is file the statement of claim, he is unwilling adduce evidence or argue his case.

8. In the instant case, petitioner is dead and no LR's has appeared before this Tribunal today. In these circumstances, there is no option left on Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 06.03.2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is no evidence to this effect on record on the part of the petitioner/workman. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 18th day of August, 2024.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference No : 121 of 2018

Instituted on : 03.07.2018

Decided on : 20.08.2025

Moti Ram s/o Sh. Thli, r/o Village Bijori, P.O. Seema, Tehsil Rohru, District Shimla, H.P.
..*Petitioner.*

Versus

1. The Manager, M/s Adani Agri Fresh Ltd. Mehandali, Tehsil Rohru, District Shimla, H.P.

2. M/s M.S. Services Pvt. Ltd. Baddi HIMUDA Commercial Complex, 1st floor, Sai Road, Baddi, Tehsil Baddi, District Solan, H.P. ..*Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. R.K Khidtta, Adv.

For the respondent no. 1. : Sh. Rahul Mahajan, Adv.

For the respondent no. 2. : Sh. Praveen Chauhan, Adv.

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether termination of the services of Sh. Moti Ram s/o Sh. Thli, r/o Village Bijori, P.O. Seema, Tehsil Rohru, District Shimla, H.P. by the management of M/s M.S. Services Pvt. Ltd., HIMUDA Commercial Complex, 1st Floor, Sai Road, Baddi, Tehsil Baddi, District Solan, H.P. (Contractor) and The Manager, M/s Adani Agri Fresh Ltd. Mehandali, Tehsil Rohru, District Shimla, H.P. (Principal Employer) *w.e.f.* 01.10.2016 without complying with the provisions of the Industrial Disputes Act 1947, is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers/ management?"**

2. The facts as emerges from the statement of claim are that the petitioner was engaged as Sweeper by respondent no.1 in the month of July 2007 and worked as such till 30.09.2016 continuously. The petitioner has been shown to be engaged through respondent no.2, but in fact the petitioner was engaged by respondent no.1. The attendance of the petitioner was verified and signed by the Manager of respondent no.1 and his leave was also sanctioned by the respondent no.1. The petitioner was under the direct supervision and control of respondent no.1. The services of the petitioner were orally terminated by respondent no.1 *w.e.f.* 01.10.2016 without following the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) as no notice or pay in lieu of notice and retrenchment compensation has been paid to the petitioner. The petitioner is a workman as defined under the Act as he was working manually with respondent no.1. After his illegal termination, the petitioner visited the office of respondent no.1 number of times with the request to re-engage him. The concerned official assured the petitioner that he will be called back in the job very soon but till date petitioner has not been re-engaged by the respondent no.1 company. Petitioner raised demand notice before Labour Inspector-cum-Conciliation Officer against his illegal termination order in which the respondents were duly served. Petitioner has alleged that his termination is against the mandatory provisions of Section 25-F as well as Sections 25-G & H of the Act as the respondents have also violated the principles of "first come last go". It is claimed that the petitioner is un-employed *w.e.f.* 01.10.2016 and is meeting his day to day expenses by borrowing money from his relatives and friends. It has been prayed through this claim that the oral dismissal of the petitioner *w.e.f.* 01.10.2016 by respondent no.1 be quashed and set aside and the respondent no.1 be directed to re-instate the petitioner in service with seniority and continuity along-with full back-wages. Apart from this, the petitioner has also prayed that the respondents be burdened with cost of litigation amounting to Rs. 30,000/- and damages amounting to Rs. 5,00,000/- for harassment caused to the petitioner and his family members. The claim is duly supported with the affidavit of petitioner Shri Moti Ram.

3. Notice of this claim was sent to the respondents, in pursuance thereof respondents contested the claim by filing separate replies.

4. Respondent No.1 took preliminary objections of maintainability, petitioner was worker of M/s M.S Services Pvt. Ltd. (respondent no.2) and has been deputed by respondent no.2 with respondent no.1, respondent no.1 has a registration under the Contract Labour (Regulation and Abolition) Act & Rules, 1970 (hereinafter to be referred as Contract Labour Act & Rules) to engage contract labour and respondent no.2 has a licence to deploy contract labour, the petitioner was deployed with respondent no.1 in terms of agreement executed between respondents no. 1 & 2 whereby respondent no.2 had provided the contract labour to respondent no.1 in the trade which

were permitted under the Contract Labour Act, no employee-employer relationship exists between respondent no.1 and petitioner and the petition is bad for misjoinder of necessary parties. On merits, it was reiterated by respondent no.1 that the petitioner was a contract labour and he was deployed with respondent no.1 by respondent no.2 in terms of agreement executed between respondent no.1 & 2 from 01.03.2007 to 29.07.2016 and at no point of time the petitioner remained the employee of respondent no.1. The contributions under ESI and EPF were being deposited by respondent no.2. The entire control and supervision over the petitioner was of respondent no.2 and the services of petitioner were governed by the terms and conditions of appointment letter issued to him by respondent no.2. It was denied that the services of the petitioner were terminated by respondent no.1 and it was claimed that the petitioner was deployed by respondent no.2 with respondent no.1 till 29.07.2016. It was averred that no legal demand notice was raised by the petitioner as such the Labour-cum-Conciliation Officer had wrongly initiated the conciliation proceedings. The work which the petitioner was doing when he was deployed with respondent no.1, is easily and readily available and the petitioner can easily earn Rs. 10,000-15,000/- per month. It was claimed that the respondent no.1 has wrongly been made party in this reference and prayed for the dismissal of the claim with costs.

5. By filing separate reply, respondent no.2 has taken similar preliminary objections as well as similar stand which has been taken by respondent no.1. Respondent no.2 claimed that petitioner was worker of respondent no.2 who had been deployed with respondent no.1 in terms of contract for providing contractual manpower. The respondent no.2 had a valid licence to provide contractual labour to respondent no.1 under the trade permitted under Contract Labour Act and Rules. The petitioner was employee of respondent no.2 and there existed no relationship of employer and employee between petitioner and respondent no.1. It was claimed that the respondent no.2 had given offer to petitioner on 24.04.2019 before this Court to join the services with respondent no.2 at Baddi, Parwanoo or Nalagarh, but the petitioner had refused to join duties at Baddi, Parwanoo or Nalagarh as he only wanted to join his duties at Rohru. It was averred that the petitioner is un-employed as he himself refused to accept the offer of re-employment at Parwanoo, Baddi or Nalagarh made by respondent no.2. The petitioner is agriculturist and is gainfully employed. The work of sweeper is readily available and he can earn Rs. 10,000 to 15,000/- per month. It was claimed that the respondent no.2 has not terminated the services of the petitioner but the petitioner himself failed to join his duties at Baddi, Parwanoo or Nalagarh and prayed for the dismissal of the claim petition.

6. Petitioner filed rejoinder in which he denied the preliminary objections as taken by the respondents in reply(s) and reiterated the averments as made in the claim petition.

7. On the pleadings, this Court formulated the following issues on 19.02.2020:—

1. Whether the termination of the petitioner *w.e.f.* 01.10.2016 is violative of the provisions of Section 25-F, 25-G and 25-H of the Industrial Disputes Act, as alleged. If so, to what relief the petitioner is entitled to? ..*OPP.*

2. Whether the claim is not maintainable as the petitioner is alleged to have concealed true and original facts from this Court. If so its effects thereto? ..*OPR.*

3. Whether the petitioner was the worker of the respondent no. 2 and there existed no relationship of employer and an employee inter-se the petitioner and the respondent no. 1, as alleged, if so its effects thereto? ..*OPR.*

4. Whether the claim is bad for misjoinder of necessary parties, as alleged. If so, its effect thereto? ..*OPR.*

5. Relief

8. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

9. Besides having heard the learned counsel for the parties, I have also gone through the record of the case carefully.

10. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	: No.
Issue No. 2	: No.
Issue No.3	: Yes.
Issue No.4	: No.
Relief	: Reference is answered in negative as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO.1 & 3.

11. Being interlinked and correlated both these issues are taken up together for discussion and decision as the same are intermingled and can be disposed off by common findings.

12. The onus to prove issue no.1 is on the petitioner whereas onus to prove issue no.3 is on the respondents.

13. Coming to evidence led by the petitioner, petitioner stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. He also placed on record demand notice Ex. PW-1/B and notice of Labour Inspector Ex. PW-1/C.

14. During cross-examination by respondent no.1, he deposed that he is illiterate and he does not know what has been written in the affidavit. He denied that he was employee of

respondent no.2. He showed ignorance that his EPF number was 0008247/100243107823 and contribution was made by respondent no.2. Self stated that he was appointed by respondent no.1. He stated that he has not placed on record appointment order issued by respondent no.1 and admitted that respondent no.1 had not issued any appointment letter to him. He admitted that he had not placed on record any document issued by respondent no.1 regarding payment of wages, marking to attendance etc. and he has also not placed on record any identity card issued to him by respondent no.1. He denied that he was employed by respondent no.2 *w.e.f.* 01.03.2007 to 29.07.2016, who had deployed him with respondent no.1. He admitted that he was working as sweeper and self stated that one Shri Vinod Kumar was engaged in his place. He denied that after completion of the contract between respondents, respondent no.2 transferred him to Baddi.

15. During cross-examination conducted by respondent no.2 he stated that his salary was credited into his account by respondent no.1. He denied that an offer was made to him on 24.04.2019 to join his duties at Baddi. He expressed his ignorance that the attendance was marked by respondent no.2, but admitted that attendance register bears his signatures. He expressed his ignorance that EPF contribution was made by respondent no.2. He deposed that he cannot join duties at any other place than Rohru as he has small children. He further deposed that the respondent is still offering Job to him to join at Baddi and Parwanoo, but he is only willing to work at Rohru. He showed ignorance that respondent no.2 is left with no work at Rohru.

16. This is the entire evidence led by the petitioner.

17. In order to rebut the case of the petitioner respondent no.1 examined one Shri Pankaj Mishra, Terminal Manager of respondent company as RW-1, who tendered in evidence his affidavit Ex. RW-1/A which is just a reproduction of the averments as made in the reply filed on behalf of respondent no.1. He also placed on record copy of registration certificate dated 7.3.2006 under Contract Labour Act Ex. R-1, work orders dated 16.10.2006 (whereas order is dated 10.06.2006) and 01.07.2015 Mark RY and Mark RY-1 and copy of Board Resolution Mark RX.

18. During cross-examination he stated that the petitioner was working with the company but self stated that he was working through contractor. He denied that there is no licence with respondent no.2 to engage contract workers. He denied that the work was monitored by the company, but he could not state the name of supervisor of respondent no.2 who was monitoring the work of petitioner. He further deposed that the contract labour was under the control of contractor. He admitted that new persons have been engaged in place of petitioner after termination of the petitioner for the same work through another contractor, but self stated that the agreement of respondent no.1 with the first contractor was repudiated.

19. During cross-examination on behalf of respondent no. 2, this witness deposed that petitioner was paid the salary by contractor on raising the bill before the company. The petitioner was not terminated by the company but his services were terminated after the repudiation of the agreement executed between the company and respondent no. 2. He deposed that all the benefits such as EPF, ESI etc. were paid to the petitioner by the contractor.

20. This is the entire evidence led by the respondent no. 1.

21. Respondent no. 2 examined Sh. Pitambar Dutt Sharma, Labour Officer, Rampur Zone as RW-2 who has brought the requisition record and placed on record registration certificate Ex. RW-2/A as amended from time to time with Annexure (page 23).

22. During cross-examination on behalf of petitioner, this witness has deposed that the registration certificate has been issued in the name of Sh. Ajay Khandelwal M/s Adani Agri Fresh Limited E-68 Basant Marg New Delhi. Self stated that the nature of work is Village Mandali, Tehsil Rohru. He denied that the registration certificate has not been issued in the name of M/s Adani Agri Fresh Limited, Mendani, Tehsil Rohru. He denied that the name of M/s Services Limited has not been mentioned in the registration certificate. Self stated that it is found mentioned as per the amendment from time to time. He admitted that the name of M/s M.S. Services Pvt. Ltd., has been found mentioned on registration certificate Ex. R-1 in hand written form.

23. Sh. Manik Mahajan, Manager of respondent no. 2 has appeared into the witness box as RW-3 (wrongly mentioned as RW-2), who tendered in evidence his affidavit Ex. RW-2/A which is just a reproduction of the averments as made in the reply filed on behalf of respondent no. 2. He also placed on record authority letter Ex. RW-2/B, attendance and wages sheet Ex. RW-2/C, EPF-ECR mark-RX-2/1 and work order dated 01.07.2017 mark-RX-2/2.

24. During cross-examination on behalf of respondent no. 1 this witness has admitted that the petitioner was employee of respondent no. 2 and respondent no. 2 was paying salary to the petitioner. He further deposed that the EPF and ESI of the petitioner was also deducted by respondent no. 2. Petitioner was working under the supervision of respondent no. 2 and his attendance was also marked by respondent no. 2. Respondent no. 2 had valid license to provide contractual labour to respondent no. 1.

25. When cross-examined on behalf of petitioner, this witness deposed that he is authorized to make the statement on behalf of respondent no. 2 vide Ex. RW-2/B. He admitted that Board of Directors have been appointed in the respondent no. 2 company and to give authority to anyone, the Board of Director pass resolution. He admitted that no such resolution has been passed in his favour. He denied that he is not competent/ duly authorized to make statement on behalf of respondent no. 2. He admitted that the petitioner was working with respondent no. 1 *w.e.f.* July, 2007 and he worked up till 30.09.2016. He admitted that respondent no. 1 was taking work from the petitioner. He denied that attendance of the petitioner was being taken by respondent no. 1 and the services of the petitioner were terminated *w.e.f.* 01.10.2016. He admitted that the services of the petitioner were terminated by respondent no. 1 on 01.10.2016. No notice or disciplinary enquiry had been conducted by respondent no. 2 against the petitioner. He deposed that respondent no. 2 had sent letter to the petitioner to join duty at Baddi. Self stated that the work of respondent no. 2 at Mehandali had completed as such the petitioner was asked to join duty at Baddi and they had issued a letter Ex. RW-2/D in this regard. He admitted that Ex. RW-2/D was issued on 19.11.2016 and the same is a transfer order and it is not mentioned in Ex. RW-2/D that the petitioner was transferred to Baddi due to closure of work at Mahandeli. He admitted that work of sweeper is of continuous in nature. He denied that the petitioner was only employee of respondent no. 1. He denied that the services of the petitioner were illegally terminated. He also denied that the respondent no. 2 had no license to provide contractual labour nor respondent no. 2 entered into any valid agreement with respondent no. 1 to provide contractual labour to respondent no. 1.

26 This is the entire evidence which has been led by respondent no. 2.

27. So far as the present claim is concerned, the petitioner has claimed that he was employee of respondent no. 1 and he was working under the direct control and supervision of respondent no.1 company as such for all intents and purposes he was employee of respondent no.1 and there was relationship of employer and employee between petitioner and respondent no.1. The petitioner has also claimed that his services were illegally terminated by respondent no.1 *w.e.f.* 01.10.2016 without complying with the mandatory provisions of the Act and in his place new persons have been employed/engaged in violation of the provisions of Sections 25-G and 25-H of the Act. Though, the petitioner has claimed that there was relationship of employer & employee between petitioner and respondent no.1, but apart from the bald statement of PW-1, there is nothing on record to substantiate that respondent no.1 was the employer and it was supervising and controlling the work of petitioner. No appointment letter has been produced by the petitioner to substantiate that he was appointed by respondent no.1 nor any pay slip or attendance register has been produced on record to show that he was working under the direct control and supervision of respondent no.1. Rather the record which has been produced by respondents no.1 & 2 clearly establish on record that they had entered into a valid agreement and petitioner was deployed with respondent no.1 in the trade which is not prohibited under Section 10 of the Contract Labour (Regulation and Abolition) Act and Rules. Moreover, petitioner himself has admitted that no appointment letter has been issued to him by respondent no.1. There is no evidence worth the name to establish that the petitioner was being paid salary by respondent no.1 or he was engaged by respondent no.1. No record from the respondent company was summoned by the petitioner to establish on record that who was paying the salary to the petitioner and who was marking his presence and who was supervising the work of the petitioner. There is no evidence at all on record to establish that respondent no.1 was maintaining the record pertaining to the work of petitioner under the Labour Laws, Factory Act and Payment of Wages Act. There is no evidence to show that any ESI and EPF contribution were deducted by respondent no.1 company towards the petitioner. There is nothing on record to remotely suggest that there exists relationship of employer-employee between petitioner and respondent no1.

28. On the other hand, the respondents have placed on record documents *i.e* registration certificate Ex. R-1, attendance and wages sheet Ex. RW-2/C, EPF-ECR Mark-RX-2/1 and as per these documents it is clear that the contribution towards ESI and EPF were being made by respondent no.2 for the petitioner. Attendance and wage sheet register Ex. RW-2/C also establish on record that the petitioner was marking his attendance and was getting wages from respondent no.2. Thus, it is clear that the petitioner was the employee of respondent no.2, who was deployed by respondent no.2 with respondent no.1 under the Contract Labour Act. The **Hon'ble Apex Court in case titled as Balwant Rai Saluja & Anr. Vs. Air India Ltd. (2014) SCC-9 407**, has observed as under :—

"53. **This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.**

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the

existence of a contract of service. As provided at p.515 in the Ready Mix Concrete case (supra), the conditions are as follows:

"(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service."

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's "four indicia" of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at p.429, observes as follows:

"(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal."

57. A recent decision by the Queen's Bench, in JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the Ready Mix Concrete case (supra) as mentioned above. The JGE case (supra), further noted that 'control' was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one."

29. Apart from this, the **Hon'ble Supreme Court in case titled as The Joint Secretary, Central Board of Secondary Education and Anr. Vs. Raj Kumar Mishra and others, 2025 LLR 474** has held that "for a person to claim employment under any organization, a direct master-servant relationship has to be established on paper". The relevant portion of the judgment is reproduced as under:—

"6. **Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel**

for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, *ipso facto,* they would become employees of the appellants is noted only to be rejected.

7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.

8. This clearly in the considered opinion of the Court would not establish master-servant relationship.

9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed *supra,* has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

30. The other limb of arguments advanced by Ld. Counsel for the petitioner is that the agreement between respondent no.1 & 2 is sham and there was no legal registration between the respondents for the relevant period. So far as this plea is concerned, apart from bald suggestion put to respondent no.2, there is nothing on record to suggest that the respondent no.2 had no vailid licence to depute manpower with respondent no.1 under the Contract Labour Act. Otherwise also **Hon'ble High Court of Himachal Pradesh in case titled as Manoj Kumar Vs. Sintex Industrial 2016 SCC Online HP 4276** has held as under:—

"15. **An effort has been made to belie the evidence produced by the respondent while submitting that as per the testimony of RW-3 Lalit in his cross-examination, M/s Apex Management Limited was registered as Contractor only in 2003 and as such how the said Contractor could have employed the petitioner in the respondent-establishment in the year 2001, however, unsuccessfully for the reason that it was merely a suggestion given to RW-3 and no other and further evidence has been produced to show that in the year 2001 M/s Apex Management Consultant was not a registered Contractor. Otherwise also, the Apex Court in Dina Nath and others Vs. National Fertilisers Limited and others, AIR 1992 SC 457, has held that if a contractor is not registered one, penal action under Sections 23 and 25 of the Contract Act can be initiated against the principal employer or contractor, as the case may be, and the petitioner-workman can not claim himself to be the employee of principal employer on that score. This judgment reads as follows:—**

"It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the Government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which

reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of nonregistration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same."

16. Similar is the view of the matter taken by Jharkhand High Court in Their Workmen, Bihar Collery Kamgar Union Vs. Bharat Coking Coal Limited and another, 2014 LLR 842. This judgment reads as follows:—

"12. Learned counsel for the respondent management submitted that in the case of Dena Nath & Ors. [(1992) 1 SCC 695], Hon'ble Supreme Court held that the effect of non-compliance of the provisions of CLRA Act of 1970, *i.e.* non-registration of the establishment under Section 7 of the Act and non-possession of licence under Section 12 of the Act would not result in regularization of the concerned workmen, rather it would result in penal consequences – that is, prosecution under Section 23/24 of the CLRA Act, 1970 and therefore, the finding of the Tribunal that the contract labour system is sham or camouflage was an erroneous finding and referring to the findings of the Tribunal that the arrangement of the management is camouflage, learned Single Judge held that the said finding is in clear teeth of the decision rendered by Hon'ble Supreme Court in the case of Dena Nath & Ors. v. National Fertilizer Ltd. [(1992) 1 SCC 695] and para 22 thereof reads as under:—

"22. It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 (sic 7) and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this Court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same."

17. Therefore, even if it is presumed that M/s Apex Management Consultant was not a registered Contractor in the year 2001, it does not extend a right in favour of the petitioner-workman to claim that he was the employee of respondent-establishment or he has been removed from the service in violation of Section 25-F of the Act."

31. Keeping in view the detailed discussion made hereinabove, the petitioner has miserably failed to establish on record that he was the employee of respondent no.1 and his services were terminated by respondent no.1 *w.e.f.* 01.10.2016.

32. So far as the relief against respondent no.2 is concerned, no demand notice has been raised nor any reference has been received qua respondent no.2. Moreover, there is no allegation leveled by petitioner against respondent no.2 that his service was terminated by respondent no.2 illegally. Rather the claim of the petitioner is only against respondent no.1. No evidence has been led by the petitioner on record that his services were terminated illegally by respondent no.2. Otherwise also it has come in the statement of petitioner that he was offered work by respondent no.2 at Parwanoo, Baddi or Nalagarh, but he was not willing to join service with respondent no.2 at these places and he was willing only to work at Rohru, on account of his own family liabilities. Petitioner himself has shown ignorance that the work of respondent no.2 at Rohru had completed. Though, it was argued by ld. Counsel for the petitioner that new persons have been engaged in place of petitioner and there is violation of Sections 25-G & 25-H of the Act, but it has come in the statement of RW-1 that after repudiation of agreement with respondent no.2, new person was engaged in place of petitioner through another contractor. Thus it is clear that after the agreement of respondents no.1 with 2 was over, respondent no.1 had entered into service agreement with some other contractor to provide contract labour, who had provided worker in place of the petitioner thus, it is not open for the petitioner to allege that there has been violation of the provisions of Sections 25-G & 25-H of the Act. Accordingly, issue no.1 is answered in negative. Since there is no relationship of the employer and employee between the petitioner and respondent no.1 company, issue no.3 is answered in affirmative.

ISSUE NO. 2

33. So far as issue No.2 is concerned, the respondents have not led any evidence to establish on record that as to how the present claim petition is not maintainable and what material facts were concealed by the petitioner from this Court. Moreover, the present claim petition has been filed by the petitioner pursuant to the reference received from the appropriate government for adjudication. I find nothing wrong with this petition which is perfectly maintainable in the present form. The issue in question is answered in negative.

ISSUE No. 4

34. In support of this issue no evidence has been led by respondent to show that how the claim is bad for misjoinder of necessary parties. Hence, this issue is answered in negative.

RELIEF

35. In view of my aforesaid discussion, the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed by him in this reference. The reference is answered in the aforesaid terms.

36. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 20th day of August, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

Reference No. 19 of 2023

Rakesh Kumar

Versus

M/s Krishna Udyog P/ Sahib

25.08.2025
Present: Sh. Prateek Kumar, Ld. Csl. for the petitioner.

Ms. Kiran Thakur, Ld. Csl. for the respondent.

The case has been taken up after lunch. The report of the mediator has been received, the mediation has succeded as parties have effected compromise. The statements of the parties have been recorded by the mediator. The petitioner has stated that as per the compromise he has received the payment through demand draft no. 45289 dated 22.08.2025 amounting to Rs. 90,000/- from the respondent and now he has no claim against the respondent in this case.

The petitioner who is present in the Court and has been identified before me by Sh. Prateek Kumar, Advocate has accepted the statement made by him before the mediator to be correct and has reiterated that he has received the agreed payments through demand draft mentioned by him in his statement. He further deposed that nothing remains to be claimed from the respondent and the present reference be disposed off accordingly.

The authorized officer of respondent management Sh. Madan Upadhyay, General Manager, has placed on record his authority letter as Ex. RA. Similar statement of the authorized officer of the respondent has been recorded separately in the Court who has been identified before me by Ms. Kiran Thakur, Advocate. He has admitted the statement made by the petitioner to be correct.

Since the parties have settled the case in mediation and the entire agreed payment has been made to the petitioner by the respondent through demand draft, the reference filed by the petitioner is accordingly stands disposed off in terms of compromise arrived between the parties before the Mediator. The statement made by the Mediator as well as report submitted by him. It be tagged with the main case file. The reader of Court is directed to send a certificate to this effect to the Learned Secretary, DLSA.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
25.08.2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Labour Court, Shimla, H.P.

Reference No. 86 of 2023

Ram Kishan

Versus

M/s Krishna Udyog P/ Sahib

25.08.2025
Present: Sh. Prateek Kumar, Ld. Csl. for the petitioner.

Ms. Kiran Thakur, Ld. Csl. for the respondent.

The case has been taken up after lunch. The report of the mediator has been received, the mediation has succeded as parties have effected compromise. The statements of the parties have been recorded by the mediator. The petitioner has stated that as per the compromise he has received the payment through demand draft no. 45287 dated 22.08.2025 amounting to Rs. 90,000/- from the respondent and now he has no claim against the respondent in this case.

The petitioner who is present in the Court and has been identified before me by Sh. Prateek Kumar, Advocate has accepted the statement made by him before the mediator to be correct and has reiterated that he has received the agreed payments through demand draft mentioned by him in his statement. He further deposed that nothing remains to be claimed from the respondent and the present reference be disposed off accordingly.

The authorized officer of respondent management Sh. Madan Upadhyay, General Manager, has placed on record his authority letter as Ex. RA. Similar statement of the authorized officer of the respondent has been recorded separately in the Court who has been identified before me by Ms. Kiran Thakur, Advocate. He has admitted the statement made by the petitioner to be correct.

Since the parties have settled the case in mediation and the entire agreed payment has been made to the petitioner by the respondent through demand draft (as mentioned in the statement of petitioner recorded by the Mediator), the reference filed by the petitioner is accordingly stands disposed off in terms of compromise arrived between the parties before the Mediator. The statement made by the Mediator as well as report submitted by him. It be tagged with the main case file. The reader of Court is directed to send a certificate to this effect to the Learned Secretary, DLSA.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
25.08.2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

Reference No. 87 of 2023

Anil Kumar

Versus

M/s Krishna Udyog P/ Sahib

25.08.2025
Present: Sh. Prateek Kumar, Ld. Csl. for the petitioner.

Ms. Kiran Thakur, Ld. Csl. for the respondent.

The case has been taken up after lunch. The report of the mediator has been received, the mediation has succeded as parties have effected compromise. The statements of the parties have been recorded by the mediator. The petitioner has stated that as per the compromise he has received the payment(s) through demand draft no. 45286 dated 22.08.2025 amounting to Rs. 90,000/-and demand draft no. 45284 dated 22.08.2025 amounting to Rs. 43,395/- from the respondent and now he has no claim against the respondent in this case.

The petitioner who is present in the Court and has been identified before me by Sh. Prateek Kumar, Advocate has accepted the statement made by him before the mediator to be correct and has reiterated that he has received the agreed payments through demand draft(s) mentioned by him in his statement. He further deposed thatnothing remains to be claimed from the respondent and the present reference be disposed off accordingly.

The authorized officer of respondent management Sh. Madan Upadhyay, General Manager, has placed on record his authority letter as Ex. RA. Similar statement of the authorized officer of the respondent has been recorded separately in the Court who has been identified before me by Ms. Kiran Thakur, Advocate. He has admitted the statement made by the petitioner to be correct.

Since the parties have settled the case in mediation and the entire agreed payment(s) have been made to the petitioner by the respondent through demand draft(s), the reference filed by the petitioner is accordingly stands disposed off in terms of compromise arrived between the parties before the Mediator. The statement made by the Mediator as well as report submitted by him. It be tagged with the main case file. The reader of Court is directed to send a certificate to this effect to the Learned Secretary, DLSA.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
25.08.2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Labour Court, Shimla, H.P.

Reference No. 88 of 2023

Narender Kumar

Versus

M/s Krishna Udyog P/ Sahib

25.08.2025
Present: Sh. Prateek Kumar, Ld. Csl. for the petitioner.

Ms. Kiran Thakur, Ld. Csl. for the respondent.

The case has been taken up after lunch. The report of the mediator has been received, the mediation has succeded as parties have effected compromise. The statements of the parties have been recorded by the mediator. The petitioner has stated that as per the compromise he has received the payment through demand draft no. 45291 dated 22.08.2025 amounting to Rs. 90,000/- from the respondent and now he has no claim against the respondent in this case.

The petitioner who is present in the Court and has been identified before me by Sh. Prateek Kumar, Advocate has accepted the statement made by him before the mediator to be correct and has reiterated that he has received the agreed payments through demand draft mentioned by him in his statement. He further deposed that nothing remains to be claimed from the respondent and the present reference be disposed off accordingly.

The authorized officer of respondent management Sh. Madan Upadhyay, General Manager, has placed on record his authority letter as Ex. RA. Similar statement of the authorized officer of the respondent has been recorded separately in the Court who has been identified before me by Ms. Kiran Thakur, Advocate. He has admitted the statement made by the petitioner to be correct.

Since the parties have settled the case in mediation and the entire agreed payment has been made to the petitioner by the respondent through demand draft, the reference filed by the petitioner is accordingly stands disposed off in terms of compromise arrived between the parties before the Mediator. The statement made by the Mediator as well as report submitted by him. It be tagged with the main case file. The reader of Court is directed to send a certificate to this effect to the Learned Secretary, DLSA.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
25.08.2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

Reference No. 89 of 2023

Yash Pal

Versus

M/s Krishna Udyog P/ Sahib

25.08.2025
Present: Sh. Prateek Kumar, Ld. Csl. for the petitioner.

Ms. Kiran Thakur, Ld. Csl. for the respondent.

The case has been taken up after lunch. The report of the mediator has been received, the mediation has succeded as parties have effected compromise. The statements of the parties have been recorded by the mediator. The petitioner has stated that as per the compromise he has received the payment(s) through demand draft no. 45292 dated 22.08.2025 amounting to Rs. 90,000/- and demand draft no. 45285 dated 22.08.2025 amounting to Rs. 38,181/- from the respondent and now he has no claim against the respondent in this case.

The petitioner who is present in the Court and has been identified before me by Sh. Prateek Kumar, Advocate has accepted the statement made by him before the mediator to be correct and has reiterated that he has received the agreed payments through demand draft(s) mentioned by him in his statement. He further deposed that nothing remains to be claimed from the respondent and the present reference be disposed off accordingly.

The authorized officer of respondent management Sh. Madan Upadhyay, General Manager, has placed on record his authority letter as Ex. RA. Similar statement of the authorized officer of the respondent has been recorded separately in the Court who has been identified before me by Ms. Kiran Thakur, Advocate. He has admitted the statement made by the petitioner to be correct.

Since the parties have settled the case in mediation and the entire agreed payment(s) have been made to the petitioner by the respondent through demand draft(s), the reference filed by the petitioner is accordingly stands disposed off in terms of compromise arrived between the parties before the Mediator. The statement made by the Mediator as well as report submitted by him. It be tagged with the main case file. The reader of Court is directed to send a certificate to this effect to the Learned Secretary, DLSA.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
25.08.2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

Reference No. 90 of 2023

Sat Pal

Versus

M/s Krishna Udyog P/ Sahib

25.08.2025
Present: Sh. Prateek Kumar, Ld. Csl. for the petitioner.

Ms. Kiran Thakur, Ld. Csl. for the respondent.

The case has been taken up after lunch. The report of the mediator has been received, the mediation has succeded as parties have effected compromise. The statements of the parties have been recorded by the mediator. The petitioner has stated that as per the compromise he has received the payment through demand draft no. 45291 dated 22.08.2025 amounting to Rs. 90,000/- from the respondent and now he has no claim against the respondent in this case.

The petitioner who is present in the Court and has been identified before me by Sh. Prateek Kumar, Advocate has accepted the statement made by him before the mediator to be correct and has reiterated that he has received the agreed payments through demand draft mentioned by him in his statement. He further deposed that nothing remains to be claimed from the respondent and the present reference be disposed off accordingly.

The authorized officer of respondent management Sh. Madan Upadhyay, General Manager, has placed on record his authority letter as Ex. RA. Similar statement of the authorized officer of the respondent has been recorded separately in the Court who has been identified before me by Ms. Kiran Thakur, Advocate. He has admitted the statement made by the petitioner to be correct.

Since the parties have settled the case in mediation and the entire agreed payment has been made to the petitioner by the respondent through demand draft, the reference filed by the petitioner is accordingly stands disposed off in terms of compromise arrived between the parties before the Mediator. The statement made by the Mediator as well as report submitted by him. It be tagged with the main case file. The reader of Court is directed to send a certificate to this effect to the Learned Secretary, DLSA.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
25.08.2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

Reference No. 91 of 2023

Sadam Hussen

Versus

M/s Krishna Udyog P/ Sahib

25.08.2025
Present: Sh. Prateek Kumar, Ld. Csl. for the petitioner.

Ms. Kiran Thakur, Ld. Csl. for the respondent.

The case has been taken up after lunch. The report of the mediator has been received, the mediation has succeded as parties have effected compromise. The statements of the parties have been recorded by the mediator. The petitioner has stated that as per the compromise he has received the payment through demand draft no. 45290 dated 22.08.2025 amounting to Rs. 90,000/- from the respondent and now he has no claim against the respondent in this case.

The petitioner who is present in the Court and has been identified before me by Sh. Prateek Kumar, Advocate has accepted the statement made by him before the mediator to be correct and has reiterated that he has received the agreed payments through demand draft mentioned by him in his statement. He further deposed that nothing remains to be claimed from the respondent and the present reference be disposed off accordingly.

The authorized officer of respondent management Sh. Madan Upadhyay, General Manager, has placed on record his authority letter as Ex. RA. Similar statement of the authorized officer of the respondent has been recorded separately in the Court who has been identified before me by Ms. Kiran Thakur, Advocate. He has admitted the statement made by the petitioner to be correct.

Since the parties have settled the case in mediation and the entire agreed payment has been made to the petitioner by the respondent through demand draft, the reference filed by the petitioner is accordingly stands disposed off in terms of compromise arrived between the parties before the Mediator. The statement made by the Mediator as well as report submitted by him. It be tagged with the main case file. The reader of Court is directed to send a certificate to this effect to the Learned Secretary, DLSA.

Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
25.08.2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

Keshav Ram Vs. HPPWD

(Application No. 268 of 2025)

25.08.2025
Present: None for the petitioner.

ORDER

The petitioner has not appeared in the Court despite the application being called out repeatedly during morning hours and even after lunch. Though, none has appeared on behalf of the petitioner, however, the State of Himachal Pradesh has framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:-

> *"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."*

2. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end.

3. Now, coming to the application in hand, the present application has been filed by the petitioner under Section 2-A of the Industrial Disputes Act, 1947 read-with Rules 22 and 26 of the Himachal Pradesh Industrial Disputes Rules, 1974 (hereinafter to be referred as the Act & Rules). It is averred in the application that the petitioner was engaged as daily rated beldar by the respondents department in the month of Jan., 1994 and had worked for two years with the respondents department and thereafter his services were terminated orally on verbal orders in gross-violation of Section 25-F of the Act. It is further averred that the petitioner had completed more than 240 working days in each calendar year.

4. So far as the claim of the petitioner is concerned, he has filed the present application under Section 2-A of the Act, reads as under:

"**2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute:**

(1) Where any employer discharges, dismisses, retrenches, or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.

(2) Notwithstanding anything contained in section l0, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1)".

5. The petitioner in his statement of claim has alleged that he was engaged by the respondents as daily rated beldar in the month of Jan., 1994 and worked as such for two years and thereafter his services were terminated without complying the mandatory provisions of the Act. It is evident from the record that the petitioner has preferred applications to the higher officers in the department but there is nothing on record to suggest that any application was made by the petitioner to the Conciliation Officer of the appropriate Government for conciliation of the dispute. Otherwise also the petitioner has directly filed the present claim petition before this Court on 13.08.2025 after a lapse of more than 29 years. Under Section 2-A (2) of the Act, an individual can raise industrial dispute before the Court even if no other workman, nor any union of workmen is a party to the dispute. The State amendments carried out in Section 2-A of the Act make the position clear that a workman can file the dispute directly in the Court and the Court can proceed to adjudicate the dispute even if such dispute has not been referred to by the appropriate Government after the expiry of 45 days.

6. Coming to the application in hand, it appears that the petitioner has not exhausted the remedy of approaching the Labour-cum-Conciliation Officer and has directly approached this Court for his re-instatement after a lapse of more than 29 years. The application has been filed under Section 2-A of the Act and in view of the provisions of Section 2-A, the relief can be granted only to those workers who prefer the application before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of services. Since, the petitioner has approached this Court by way of present application after a lapse of more than 29 years, the application is not maintainable and cannot be entertained by this Court and the same deserves dismissal. Accordingly, the application filed by the petitioner is hereby dismissed. Let a copy of

this order be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 25th day of August, 202.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla, H.P.*

BEFORE ANUJA SOOD, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**.

Reference Number : 42 of 2025

Instituted on : 31.05.2025

Decided on : 27.08.2025

Pawan Kumar s/o Bishan Dass, V.P.O. Sathwin, District Hamirpur (H.P.) ..*Petitioner.*

Versus

Sanjay Thakur (Proprietor) M/S Hotel Marina, The Mall Shimla. ..*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For the Respondent : Ms. Anshukala, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether the termination of the services of Sh. Pawan Kumar s/o Bishan Dass, V.P.O. Sathwin, District Hamirpur, (H.P.) by Sh. Sanajy Thakur (Proprietor) M/s Hotel Marina, The Mall Shimla, during March, 2024 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief including reinstatement, seniority, amount of back wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management?"

2. The case was listed for appearance of the parties for today but, neither the petitioner nor any counsel had put in appearance on behalf of him before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the petitioner had remained absent.

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor her counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex-parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services during March, 2024 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated

that the petitioner/workman has not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 27th day of August, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum- *Labour Court, Shimla, H.P.*

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**.

Reference no. : 140 of 2019

Instituted on : 01.10.2019

Decided on : 27.08.2025

Parma Nand s/o Sh. Matha Ram, r/o Village Dhar, P.O. Satog, Tehsil Theog, District Shimla, H.P. ..*Petitioner.*

Versus

The Divisional Forest Officer, Theog, Forest Division Theog, District Shimla, H.P.
... *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri R.K. Khidtta, Advocate

For the respondent : Shri Manoj Sharma, ADA

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether demand of Sh. Parma Nand S/o Sh. Matha Ram, R/o Village Dhar, P.O. Satog, Tehsil Theog, District Shimla, H.P. for full filling vide demand notice dated 05.11.2018 (Copy-Enclosed) to condone the artificial/ fictional breaks given to him and to held him in continuous service from the year, 1995 till 2010, is proper and justified?**

If yes, what relief and consequential services benefits the above aggrieved workman is entitled to from the above employer?"

2. Brief facts as emerges from the statement of claim are that during the year 1992, the petitioner was engaged as beldar on daily wage basis in Forest Nursery Rawana, Forest beat Dharach in Tehsil Theog under Divisional Forest Officer, Theog. Petitioner worked as daily wage beldar in Forest block Cheog under Forest Guard in Aloti Nursery till 31.12.1998 and *w.e.f.* 01.01.1999, petitioner worked in Nursery Ravaa in Forest Block Cheog till September, 2006. Petitioner worked from Jan., 2007 till July, 2007 in Ravaa Nursery and thereafter *w.e.f.* August, 2007 till March 2008, petitioner worked in Nursery Galu (Kufri) under Forest Division Theog. Again petitioner worked in Nursery Ravva from April, 2008 till December, 2010, *w.e.f.* Jan., 2011 till October, 2011, the petitioner had worked in Nursery Sainj and *w.e.f.* November, 2011 till 12.08.2012, the petitioner had worked in Nursery Nohal under Block Deha, Forest Division Theog. It is further the case of the petitioner that the department has not regularized the services of the petitioner despite the fact that the petitioner was continuously working since the year 1995 whereas the services of junior persons have been regularized by ignoring the right of the petitioner. Petitioner was forced to file writ petition before the Hon'ble High Court for grant of benefits of regularization after the completion of 7/8 years service as per the policy of the State Government. The case which was filed by the petitioner before the Hon'ble High Court and registered as CWP No. 8175 of 2012 was transferred to Hon'ble Administrative Tribunal and registered as TA no. 1248 of 2015. The Hon'ble Administrative Tribunal passed order dated 15.09.2015 holding the petitioner in continuous service having completed 240 days from the year 1995 to year 2002 and direction was given to regularize the services of the petitioner from the date juniors were regularized after completion of eight years service with all consequential benefits. The order of Hon'ble Administrative Tribunal was challenged by the department before the Hon'ble High Court and the matter was registered as CWP No. 2483 of 2016 titled as State of H.P and Ors Versus Parma Nand. The Hon'ble High Court passed final order on 07.05.2018 whereby the directions were given to the Forest Department to regularize the services of the petitioner from the date the petitioner has completed seven years of service as per policy of the Government, however, it is also held by the Hon'ble High Court that since there was disputed question of fact with regard to completion of 240 days by the petitioner, as such the Hon'ble Tribunal could not have decided the said issue/dispute having no jurisdiction as jurisdiction lies to Industrial Tribunal. The Hon'ble High Court granted liberty to the petitioner to agitate any other and further surviving grievances before appropriate forum in accordance with law. In terms of the orders of the Hon'ble High Court, the petitioner raised demand notice and thereafter the present reference was sent to this Court by the Appropriate Government. Petitioner has claimed that he is in continuous service from the year 1995 but his services were abruptly disengaged *w.e.f.* 03.06.2003 orally without complying with the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). Feeling aggrieved by the illegal action of the department, the petitioner filed original application no, 1674 of 2003 before the Hon'ble Administrative Tribunal whereby the Hon'ble Administrative Tribunal had passed interim order on 02.07.2003 directing the respondent to reengage the petitioner if junior to him has been retained/reengaged. Thereafter, the petitioner submitted his joining on 03.07.2003 and worked continuously. The aforesaid OA was finally decided by the Hon'ble Administrative Tribunal on 29.05.2006 having no jurisdiction and the petitioner was granted liberty to approach Industrial Tribunal as per law. After orders passed by the Hon'ble Administrative

Tribunal, petitioner continued in service, but department gave artificial/fictional breaks to the petitioner at their will and wish despite the fact that similar situated persons were not given such fictional breaks. By taking the benefit of order passed by the Hon'ble Administrative Tribunal for want of jurisdiction, the petitioner was again orally disengaged *w.e.f.* 13.03.2007 without complying with the provision of the Act as such the petitioner was forced to raise demand notice dated 26.03.2007 and during conciliation proceedings the Divisional Forest Officer, Theog had agreed to re-engage the petitioner and after compromise, the petitioner had joined on 17.09.2007 at the same place where he was earlier working. Before Hon'ble Administrative Tribunal, the petitioner had submitted details of working days *w.e.f.* 1995 to 2009 obtained under RTI, making it clear that one Shri Daulat Ram was engaged after the petitioner and the muster rolls of the petitioner were shown to be missing whereas the working days of Shri Daulat Ram was mentioned. From the documents which were obtained under RTI and mandays chart filed by the department, there was clear difference of working days of petitioner. The petitioner was re-engaged on the orders of the Hon'ble Administrative Tribunal and was working with the department continuously. Though after compromise before the Conciliation Officer, petitioner was taken back in service, but department did not mention those working days. Petitioner has averred that since he is in continuous service with the respondent from the year 1995 to 2010 having completed 240 days in each calendar year, he is entitled to seniority and continuity from 1995 for the purpose of regularization and other consequential benefits and the fictional breaks if any given with a view to frustrate the rights of the petitioner for regularization are illegal and voilative of Article 14 and 16 of Constitution of India. The junior persons to the petitioner were working with the department whereas artificial/fictional breaks were given to the petitioner to frustrate his rightful claim for regularization. It has been prayed through this claim that the petitioner be held in continuous service from the year 1995 till the year 2010 and artificial/fictional breaks given to the petitioner by the department be held illegal and said break period be counted for completion of 240 days in the said years and further the petitioner be held entitled for all service benefits *i.e.* continuity in service and seniority for the purpose of regularization with full back-wages. The claim is duly supported with an affidavit of petitioner Parma Nand.

3. Notice of this claim was sent to the respondent, in pursuance thereof the respondent filed reply wherein it took preliminary objections of maintainability, concealment of material facts, claim is baseless, limitation and the petitioner has no cause of action. On merits, it was not disputed by the respondent that initially the petitioner was engaged as daily paid labourer during the year 1995 in Dharach beat of Cheog Block in Theog Range under Divisional Forest Officer, Theog. It is admitted that the petitioner was engaged as daily waged casual labourer for performing various seasonal works *w.e.f.* 1995. It is averred that the petitioner had not worked in the department continuously with minimum required 240 days since his engagement *i.e.* 1995 to 2010 except for the years 2000 and 2001. The petitioner is in continuous service with the department from 2011 onwards and he had completed requisite seven years of service with minimum of 240 days in each calendar year as on 31.11.2007 (appears to be wrongly mentioned instead of 31.11.2017) as such his services were regularized as per relevant regularization policy existing at that time from prospective effect subject to seniority-cum-suitability. It is averred that the petitioner used to work on his own sweet will and left the job *w.e.f.* 01.06.2003 at his own accord without any intimation to the department. It is denied that artificial breaks were given to the petitioner and prayed for the dismissal of the claim petition.

4. Rejoinder to the reply was filed by the petitioner in which he denied the preliminary objections and reiterated the averments as made in the petition.

5. On the pleadings, this Court formulated the following issues on 03.03.2021.

1. Whether the action of the respondent in granting fictional breaks to the petitioner *w.e.f.* 1995 till the year 2010, as alleged is illegal and violative of the provisions of ID Act. If so, to what relief the petitioner is entitled to? ..*OPP.*

2. Whether the claim is not maintainable as the petitioner is stated to have not come with clean hand before this Court, as alleged? If so, its effect thereto? ..*OPR.*

3. Whether the claim is not maintainable as alleged? If so, its effect thereto? ..*OPR.*

4. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard the Ld. Counsel for the petitioner and Ld. ADA for the respondent and have also gone through the record with care.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1	: Partly Yes
Issue No. 2	: No
Issue No. 3	: No
Relief	: Reference is answered in affirmative as per operative part of award.

REASONS FOR FINDINGS

ISSUE NO.1

9. Issue No.1 is the most contentious issue between the parties as such the same has been taken first for determination.

10. The onus to prove issue no.1 is on the petitioner.

11. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim. He also tendered in evidence demand notice Ex. PW-1/B, order dated 15.09.2015 ex. PW-1/C, order dated 07.05.2015 Ex. PW-1/D, order dated 02.07.2003 Mark PX, letter dated 02.07.2003 Mark PX-1, order dated 29.05.2006 Mark PX-2, demand notice dated 26.03.2007 Ex. PW-1/E and postal receipt dated 17.11.2018 Mark PX-3.

12. During cross-examination, he denied that he had been working with the department since the year 1995. Self stated that he worked with the department since 1992. He denied that he had not worked continuously for 240 days since the year 1995 till 2010. He further denied that he had completed 240 days only in the year 2000 and 2001. He admitted that his services were regularized by the department from 21.06.2019 vide letter Mark R-1. He denied that he had left the work on 01.06.2003 without intimation to department. He further denied that junior person to him were regularized as they had completed 240 days continuously prior to him. He also denied that his services were regularized by the department only after completion of 240 days in seven years.

13. Shri Om Prakash appeared into the witness box as PW-2 to depose that he joined as Mali on daily wage basis in the office of DFO Theog and his services were regularized by the department in the year 1998. He further deposed that he retired from service in the month of August, 2020. Petitioner was also engaged as Mali on daily wage basis and he has seen the petitioner working with the department since 1992. He deposed that the petitioner had worked continuously and the persons engaged after the petitioner, were also working with the department.

14. Shri Tej Ram, Clerk from the office of respondent has appeared into the witness box as PW-2 (wrongly mentioned as PW-2) and deposed that as per record the department has engaged seventy workers. The record pertaining to the date of engagement of Daulat Ram, Jagdish, Bhagat Ram and record pertaining to regularization of workers is Ex. PW-2/A. He deposed that the details shown in Ex. PW-2/A had been prepared from the original record and as per record Shri Daulat Ram was engaged on 15.04.1996, Jagdish was engaged on 21.07.1996 and Bhagat Ram was engaged *w.e.f.* 01.01.1999. He further deposed that as per record services of Daulat Ram have been regularized *w.e.f.* 15.10.2009, the services of jagdish have been regularized *w.e.f.* 19.09.2012 and the services of Sohan Lal, Dinesh, Bali Ram, Mohan Lal and Hari bahadur have been regularized *w.e.f.* 28.06.2017.

15. During cross-examination, this witness has admitted that Ex. PW-2/A has not been prepared by him. He further admitted that the regularization of all persons have been done as per the requisite terms of the policy prevailing at that particular time.

16. This is the entire evidence led by the petitioner.

17. In rebuttal, the respondent examined Shri Ramesh Kumar, B.O, Forest Department Thoeg as RW-1, who also tendered in evidence his affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply. He also placed on record authority letter Ex. RW-1/B, regularization letter Ex. RW-1/C, joining letter Ex. RW-1/D and copy of service book Ex. RW-1/E.

18. During cross-examination, he admitted that the petitioner was working with the department, but showed ignorance that the petitioner was engaged as beldar with the department in 1992 in forest Nursery Rawana and he had worked continuously at Forest block Cheog, Komlu and Atoli Nursery. He denied that the services of the petitioner were terminated orally but claimed that the petitioner had abandoned the job himself out of his freewill. He deposed that no notice was issued to the petitioner to resume his duties. He denied that the petitioner was given artificial or fictional breaks by the respondent. He admitted that Jagdish and Daulat Ram were engaged after the petitioner who were regularized in the year 2009. He denied that the petitioner is entitled for regularization since 2002. He admitted that the petitioner was engaged on muster roll basis. He deposed that the copy of absentee report has not been produced on record. He admitted that the petitioner was re-engaged on 17.09.2007 as per the directions of Labour Officer.

19. This is the entire evidence led by the respondent.

20. So far the case of the petitioner is concerned, it is evident from record that the petitioner in his statement has claimed that he was engaged in the year 1992 and he has continuously worked since then with the department, however, in para no.2 of his affidavit Ex. PW-1/A, the petitioner himself has claimed that he has been in continuous service as beldar on daily wage basis having completed 240 days from the year 1995. The respondent on the other hand has also admitted the case of the petitioner to the extent that the petitioner was engaged as daily waged beldar in the year 1995. The petitioner has not placed any document on record to show that he was engaged by the respondent in the year 1992 as such admitted fact which comes on record is that the petitioner was engaged in the year 1995 by the department as daily wage beldar.

21. It is an admitted fact that the petitioner had filed writ petition before the Hon'ble High Court of Himachal Pradesh on 12.08.2012, which was transferred to Hon'ble Administrative Tribunal and registered as TA No. 1248 of 2015. It is also admitted fact that Hon'ble Administrative Tribunal had passed order dated 15.09.2015 Ex. PW-1/C which was challenged by the respondent department before the Hon'ble High Court. It is also evident from the record that vide Ex. PW-1/D, the Hon'ble High Court disposed off the matter by making the following observations:

"**3. We have perused the record of transfer application also which reveal that disputed facts are involved so far the number of days for which the respondent-workman worked during a calendar year. Such facts could have only been decided by appropriate forum after affording the parties an opportunity of being heard including production of evidence. Perhaps learned Tribunal has ignored this aspect of the matter while passing the impugned order. Anyhow, we constrained ourselves from making any observation on merits and leave it open as to whether in a case of this nature where disputed questions of laws and facts are involved and the matter pertains to the regularization of the services of a daily wager the Tribunal should have entertained the petition or not to be considered in some appropriate case. However, since as per the counter affidavit now filed on 3.5.2018 by petitioner No. 3 the respondent workman has completed 240 days in each calendar year as on 31.12.2017 and his case has already been recommended to the Departmental Screening Committee for regularization. Learned Counsel does not press any findings on merits.**

4. In this view of the matter and also that since learned counsel representing the respondent-workman does not press any findings on merits in this petition at this stage and seek liberty to agitate any other and further surviving grievance(s) before appropriate forum in accordance with law, therefore, this writ petition is disposed of with a direction to the petitioner department to regularize the services of the respondent workman at the earliest preferably within three months from the date of production of certified copy of this judgment before the Divisional Forest Officer, Theog, third respondent in terms of the policy/scheme framed for the purpose. Regarding the surviving grievances, if any, of the respondent-

workman, liberty is reserved to approach appropriate forum in accordance with law."

22. From the perusal of aforesaid order, it is clear that the Hon'ble High Court of H.P. had issued the direction to the department to regularize the service of the petitioner at the earliest as he was found to have completed 240 days in each calendar year on 31.12.2017, however regarding surviving grievances of the petitioner liberty was granted to him to approach the appropriate forum in accordance with law. In terms of the orders passed by the Hon'ble High Court, the petitioner raised demand notice upon which the present reference was received by this Court for adjudication.

23. It is not a disputed fact that juniors to the petitioner who were engaged after the petitioner, were regularized. It is also not disputed that Daulat Ram & Jagdish who were engaged after the petitioner were regularized by the respondent department much prior to the regularization of the petitioner. The stand taken by the respondent is that since the petitioner had not completed 240 days in each calendar year since 1995 to 2010 except for the years 2000 and 2001 as such the services of the petitioner were not regularized. The respondent has taken the plea that the petitioner had abandoned the job in the year 2003 himself, however, no notice was issued to the petitioner to resume his duties. Apart from this, if the intention of the petitioner in the year 2003 was to abandon the job, he would not have approached the Hon'ble Administrative Tribunal for his re-engagement in service. The Hon'ble Administrative Tribunal had ordered the re-engagement of the petitioner on 02.07.2003. Further the petitioner would not have been re-engaged as per the directions of the Labour Officer. If, the intention of the petitioner was to abandon the job and not to serve with the department, he would not have run from pillar to post and challenging the termination order(s) either before the Hon'ble Administrative Tribunal or before the Hon'ble High Court or before this Court. Otherwise also it has been laid down by our own Hon'ble High Court in case titled as ***Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875*** that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as ***State of Himachal Pradesh & another vs. Shri Partap Singh, 2017 (1) Him L.R. 286***, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondent for his alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact finding inquiry was got conducted by the respondent. In the present case as it emerges from the evidence on record, so was not done by the respondent. Then, '*animus'* to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such '*animus'* on the part of the petitioner is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondent/employer is not established.

24. Coming to the case in hand, there is no denial to the fact that the petitioner was engaged by the respondent as a beldar on muster roll basis in the year 1995. As per the claim of the respondent department the petitioner worked with the respondent as daily waged beldar on muster roll basis and had completed 66 days in the year 1995, 39 days in the year 1996, 138 days in 1997, 152 days in 1998, 129 days in 1999, 320 days in 2000, 256 days in 2001, 122 days in 2002, 46 days

in 2003. 30 days in 2005, 2017 days in 2006, 236 days in 2007, 90 days in 2008, 209 days in 2009, 192 days in 2010, 298 days in 2011 and 318 days in the year 2012. The claim of the petitioner is that the frictional breaks were deliberately given by the respondent so he could not complete 240 days in a calendar year. The stand of the respondent on the other hand is that the petitioner used to work as per his own sweet will and he had abandoned the job at his own and no frictional and artificial breaks had not been given to the petitioner. The plea of abandonment has not been proved by the respondent. Since, the services of those workers who have been engaged after the petitioner, were regularized whereas neither any notice nor any enquiry was conducted against the petitioner by the respondent on account of his alleged abandonment/absenteeism, it can be safely presumed that it is the respondent who had prevented the petitioner to complete 240 working days in each calendar year. Furthermore, it is also clear from Ex. PW-2/A, that Shri Daulat Ram, Jagdish and Bhagat Ram were engaged after the engagement of petitioner and they were allowed to complete 240 days in each calendar year and their services were thereafter regularized after completion of requisite number of years as per the Govt. policy. This fact shows that the work was available with department and other co-workers who had joined after the petitioner were allowed to work, whereas no absentee report of the petitioner has been produced nor any action was taken against the petitioner for remaining absent from duty. The plea of abandonment has not been proved before this Court, thus this Court has no hesitation in holding that artificial and fictional breaks were given to the petitioner to deny him the benefit of regularization as was allowed to other co-workers and even to his juniors.

25. From the mandays chart Ex. RW-1/B, it is more than clear that the petitioner is continuously working with the respondent department since 1995 and the respondent department used to give fictional breaks in his service in order to defeat the provisions of section 25-B and 25-F of the Act, which cannot be legalized in any manner. The respondent department has continuously taken work from the petitioner since 1995. Since, it has been proved on record that the petitioner was engaged as daily waged beldar on muster roll in the year 1995 by the respondent department, his services ought to have been regularized before his junior were regularized. Evidence on record shows that other persons, who had joined along-with the petitioner or later on have been regularized but the petitioner has been deprived of his legitimate right of regularization at the relevant time. The petitioner being in employment with the respondent since, 1995 was given artificial/ frictional breaks which fact has been established on record, as such he cannot be deprived of his legitimate right to seek seniority as well as continuity in service form the date of his initial engagement *i.e.* 1995.

26. Besides, the petitioner could not have been discriminated arbitrarily between similarly situated persons. The petitioner has alleged violation of Section 25-G of the Act, which reads as under:—

> "***25-G. Procedure for retrenchment***.- *Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and she belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman".*

27. To invoke this provision, the workman is not required to prove that he had worked for 240 days preceding to the date of his termination but it is sufficient for him to plead and prove that while terminating his services, the employer violated the rules of "last come first go". In case **reported in latest HLJ 2007 (HP) 903 titled as State of HP & Others V/s Bhatag Ram & Anr. , The Hon'ble High Court has observed** that:- ***"It was not necessary for the workmen to complete 240 days during 12 calendar months for taking the benefits of Sections 25-G and 25-H of the Act."***

28. Coming to the case in hand, it stand establish on record that the juniors of the petitioner were allow to complete 240 days, whereas the services of the petitioner were terminated in between the year 2003 and in the year 2007. It stand establish on record that the junior persons of the petitioner were working with the department and artificial break were given to the petitioner to frustrate his right for regularization of his service.

29. A similar matter came for consideration before the Division Bench of Hon'ble High Court of HP, in case titled as **State of HP through principal secretary and anr. Versus Gatuk Zangmo in Civil Writ Petition No. 1271/2022,** wherein, the Hon'ble High Court of HP in **Civil Writ Petition No. 1271/2022**, has held that:—

> **"7. The learned Labour Court after going through the evidence on record has given finding of fact that the plea of the petitioners that they had disengaged the services of the respondent due to non availability of work could not be accepted, as RW-1 had admitted that some workers had been working throughout the year and their services had been regularized by the department. It had been admitted by RW-1 that junior workers had been retained for work and had voluntarily stated that they had been engaged on the recommendations of the villagers. Thus, it was established on record that the juniors to the respondent had been retained in service at the time of her termination and some fresh hands had also been employed without affording any opportunity of re employment to the respondent.**

30. The state of HP, through principal secretary assailed the aforesaid judgment before Apex Court by way of filing **Special Leave Petition (Civil) Diary No.(s) 25887/2022, (arising out of impugned final judgment and order dated 08.03.2022 in CWP No. 1271/2022 passed by the Hon'ble High Court of Himachal Pradesh at Shimla,)** however, Hon'ble Apex Court has refused to interfere with the judgment passed by the Division Bench of Hon'ble High Court of HP and dismissed the special leave petition.

31. The another point which was raised by the respondent is that the petitioner has approached this Tribunal by way of this demand at such late stage as such his claim is not maintainable. So far as this plea of respondent is concerned, the Hon'ble High Court of Himachal Pradesh in **CWP No. 2565 of 2024 case titled as State of H.P Vs. Prakash Chand decided on 26.03.2024** has held that:—

> "11. **Though, it has been claimed on behalf of the petitioner-Department that respondent-workman never made himself available after order dated 12.09.2003, but such plea cannot be accepted on the face of the fact that once respondent-workman himself being aggrieved on account of his disengagement in March,**

2003, approached competent court of law, it is hard to believe that despite there being interim order in his favour, petitioner failed to present himself before the authorities, enabling them to re-engage him, rather pleadings as well as other material available on record clearly reveals that in the years 2004, 2005, 2006, 2007, 2008 and 2009, respondent-workman repeatedly requested the petitioner Department to re-engage him, but his prayer was not paid any heed and as such, in the year, 2009, he was compelled to raise dispute under Industrial Disputes Act. Appropriate Government exercising power under Section 10(1) of the Act, made reference, as detailed hereinabove. No doubt, in terms of the reference, Labour Court-Cum-Industrial Tribunal was called upon to return his findings with regard to delay and laches, if any, on the part of the respondent-workman in raising demand, but this Court is not persuaded to agree with learned Additional Advocate General that tribunal below ignored the aforesaid aspect of the matter and straightway without there being any cogent and convincing evidence, proceeded to hold that there was no delay and laches on the part of the respondent-workman. Learned tribunal below while deciding the question of delay and laches has rightly held that respondent-workman remained vigilant throughout because immediately after his being disengaged in March, 2003, he approached erstwhile H.P. Administrative Tribunal by way of O.A. No.290 of 2003, wherein an interim order came to be passed against the petitioners, thereby directing them to reengage the respondent-workman, but in vain."

32. Coming to the case in hand, it is evident from the record that the petitioner had approached the administrative tribunal for his reengagement in the year 2003 and he was reengaged in view of the interim order passed by the Hon'ble Administrative Tribunal on 02.07.2003 and thereafter his services were again terminated in the year 2007. He had raised the demand notice and during conciliation petitioner was taken back on service 17.09.2007. Petitioner has been running from pillar to post since beginning and thus it can be concluded that he was vigilant in pursuing his case before the authority(s), as such the question of delay and latches on the part of petitioner does not arise.

33. In view of my aforesaid discussion, it is clear that the frictional breaks as given to the petitioner was intentional just to defeat the provisions of Section 25-B and 25-F of the Act, as such the petitioner is entitled to seniority and continuity from the date of his initial engagement as daily waged beldar on muster roll *i.e w.e.f.* 1995 with all the consequential service benefits *i.e* seniority and continuity. However, keeping in view the peculiar circumstances of the case, the petitioner is not entitled to any back-wages for the period when fictional/artificial breaks were given to him or for the period he had not served with the department. The petitioner is also entitled for regularization prior to the date when his juniors were regularized as per relevant regularization policy of State Government existing at that time. Accordingly, issue no.1 is partly answered in affirmative.

ISSUE NO. 2

33**.** In support of this issue no specific evidence has been led by the petitioner which could go to show that as to how the claim is not maintainable and how the petitioner has not come with clean hands before this Court. Therefore, this issue is answered in negative against the respondent.

ISSUE NO. 3

34. In support of this issue no specific evidence has been led by the respondent department which could go to show that as to how the present claim petition is not maintainable especially when the same has been filed by him pursuant to the reference sent by appropriate government to this Court for its legal adjudication. Therefore, this issue is decided in favour of the petitioner and against the respondent department.

RELIEF

35. As a sequitur, to my findings on foregoing issues, the claim of petitioner is hereby partly allowed and reference is accordingly answered partly in favour of petitioner. Petitioner is held to seniority, continuity of service with the respondent department from the date of his initial engagement as daily waged beldar on muster roll *i.e.* w.e.f. 1995 with all the consequential service benefits. However, keeping in view the peculiar circumstances of the case, the petitioner is not entitled to any back-wages for the period when fictional/ artificial breaks were given to him or for the period he had not served with the department. The petitioner is also held entitled for regularization prior to the date when his juniors were regularized as per relevant regularization policy of State Government existing at that time. The parties, however, shall bear their own costs.

36. The reference is answered in the aforesaid terms.

37. Let one authenticated copy of this Award be sent to the appropriate Government for publication in the official gazette.

38. File, after due completion be consigned to Record Room.

Announced in the open Court on this 27th day of August, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla, H.P.*

REVENUE DEPARTMENT

NOTIFICATION

Shimla-2, the 24th November, 2025

No. Rev-B-A (03)/28/2024.—Whereas the draft Notification of revised format of Jamabandi for maintaining the Record of Rights was published in the Rajpatra (e-Gazette), Himachal Pradesh on 7th November, 2025 for inviting objection(s) or suggestion(s) from the persons likely to be affected thereby *vide* Notification No. Rev-B-A(03)/28/2024 dated 29th October, 2025 as required under section 169 of the Himachal Pradesh Land Revenue Act, 1954;

And whereas no objection/suggestion were received in this behalf within the stipulated time period.

Now, in supersession of this Department's Notification of even number dated 19-05-2025 and in exercise of powers conferred by Clause (b) of section 47 of the Himachal Pradesh Land Revenue Act, 1954 (in short as Act), the Financial Commissioner (Revenue) to the Government of Himachal Pradesh notify the format of Jamabandi for maintaining the Record of Rights as Annexure-A.

By order,

(KAMLESH KUMAR PANT IAS),
Additional Chief Secretary (Revenue).

Annexure-A

जमाबन्दी प्रारूप (Hindi)

राजस्व विभाग, हिमाचल प्रदेश Form No.

जिला– कानूनगो वृत्त– हदबस्त नम्बर– राजस्व गांव (एल.जी.डी.कोड)	तहसील / उप तहसील– पटवार वृत्त– जमाबंदी वर्ष– क्षेत्रफल इकाई–स्थानीय इकाई (मीट्रिक)	**QR Code** **नकल नम्बर**

राजस्व गांव का कुल मामला तथा भूमि की किस्मवार प्रति ईकाई भू–राजस्व दर–

खाता नम्बर खाता पर लगने वाले कुल भू–राजस्व एवं स्वाई का विवरण तथा नम्बरदार का नाम व पत्ती	खतौनी नम्बर तथा मुजारे द्वारा अदा किए जाने वाले लगान का विवरण	मालिक का पूर्ण विवरण	काश्तकार / कब्जाधारक का पूर्ण विवरण	सिंचाई का साधन	खसरा नम्बर (यु.एल.पी. आई.एन. सहित)	भूमि का क्षेत्रफल स्थानीय तथा (मीट्रिक) इकाई में, व किस्म
1	2	3	4	5	6	7
टिप्पणी						

ई–हस्ताक्षर / डिजिटल हस्ताक्षर,
ग्रामीण राजस्व अधिकारी।

QR Code

डिसक्लेमर.–यदि भूमि का क्षेत्रफल बंदोबस्त के दौरान स्थानीय इकाई अर्थात् बीघा–बिस्वा या कनाल–मरला में मापा गया है तो विधिक रूप से वही मान्य होगा। इन इकाईयों से मीट्रिक में किया गया परिवर्तन केवल सूचनात्मक है तथा परिवर्तित माप को कानूनी रूप से प्रमाणित नहीं माना जाएगा। इसके अतिरिक्त, जिन क्षेत्रों में बंदोबस्त के दौरान माप हेतु मीट्रिक इकाई उपयोग में लाई गई है, वहां केवल मीट्रिक इकाई में किया गया क्षेत्रफल माप ही विधिक रूप से सभी उद्देश्यों हेतु मान्य होगा।

(डिजिटल हस्ताक्षरित जमाबंदी में दर्ज अतिरिक्त जानकारी)

मालिक के हिस्से का विवरण					
मालिक का नाम	लिंग	खाता नम्बर / खतौनी नम्बर	मालिक का हिस्सा	मालिक की भूमि का क्षेत्रफल (स्थानीय इकाई में)	मालिक की भूमि का अनुमानित क्षेत्रफल (हेक्टेयर में)

पटवारी द्वारा अतिरिक्त टिप्पणी.–_____

डिसक्लेमर.–यदि भूमि का क्षेत्रफल बंदोबस्त के दौरान स्थानीय इकाई अर्थात बीघा–बिस्वा या कनाल–मरला में मापा गया है तो विधिक रूप से वही मान्य होगा। इन इकाईयों से मीट्रिक में किया गया परिवर्तन केवल सूचनात्मक है तथा परिवर्तित माप को कानूनी रूप से प्रमाणित नहीं माना जाएगा। इसके अतिरिक्त, जिन क्षेत्रों में बंदोबस्त के दौरान माप हेतु मीट्रिक इकाई उपयोग में लाई गई है, वहां केवल मीट्रिक इकाई में किया गया क्षेत्रफल माप ही विधिक रूप से सभी उद्देश्यों हेतु मान्य होगा।

सत्यमेव जयते
हिमाचल प्रदेश सरकार

ई–हस्ताक्षर / डिजिटल हस्ताक्षर,
ग्रामीण राजस्व अधिकारी।

ततीमा

Jamabandi Format (English)

Revenue Department, Himachal Pradesh Form No.

District- Kanungo Circle- Hadbast Number- Revenue Village **(LGD Code)-**	Tehsil / Sub Tehsil- Patwar Circle- Jamabandi Year- Local Area unit (Metric)-	QR Code Nakal Number
Land classification wise rate of Land Revenue Per Unit and Total Land Revenue of the Revenue Village-		

Khata No. Details of Land Revenue and cess applicable on the Khata Name of the Nambardar and Patti	Khatauni No. and Details of Rent to be Paid by the Tenant	Full detail of the Owner	Full Detail of the Cultivator/ Occupant	Source of Irrigation	Khasra No. (with ULPIN)	Area of land in local and metric unit and its classification
1	**2**	**3**	**4**	**5**	**6**	**7**
Remarks						

e-Sign/Digital Signature
Village Revenue Officer.

QR Code

Disclaimer.—If the land area has been measured in local unit such as Bigha-Biswa or Kanal-Marla during the Settlement, the same shall be considered legally valid. The conversion of these units into metric units is for information purpose only and shall not be treated as legally authenticated. Furthermore, in areas where metric units were originally used for measurement during the Settlement, the area measured in metric units shall alone be considered legally valid for all purposes.

(Additional information in the Digitally Signed Jamabandi)

Details of Landowner's Share					
Name of the Landowner	Gender	Khata No./ Khatauni No.	Landowner's Share	Landowner's Land Area (in Local Unit)	Landowner's Approximate Land Area (in Hectares)

Additional Remarks by the Patwari_____

Disclaimer.—If the land area has been measured in local units such as Bigha-Biswa or Kanal-Marla during the Settlement, the same shall be considered legally valid. The conversion of these units in to metric units is for information purpose only and shall not be treated as legally authenticated. Furthermore, in areas where metric units were originally used for measurement during the Settlement, the area measured in metric units shall alone be considered legally valid for all purposes.

-e-Sign/Digital Signature
Village Revenue Officer.

Tatima Map

ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार, तहसील बड़सर, जिला हमीरपुर, हिमाचल प्रदेश

किस्म मुकद्दमा : जन्म पंजीकरण

शीर्षक :

सुनीता देवी

बनाम

आम जनता

प्रार्थना–पत्र.––जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की जेर धारा 13(3) के अन्तर्गत नाम व जन्म तिथि पंजीकरण बारे।

प्रार्थिया श्रीमती सुनीता देवी पुत्री स्व0 श्री ज्ञान चन्द, निवासी गांव ठाणा, डाकघर बणी, तहसील बड़सर, जिला हमीरपुर (हि0प्र0) ने नियमानुसार अधोहस्ताक्षरी की अदालत में आवेदन–पत्र दायर किया है कि उसका जन्म दिनांक 03–02–1962 को हुआ है परन्तु उस समय अज्ञानतावश उसके नाम व जन्म तिथि का पंजीकरण ग्राम पंचायत बणी के अभिलेख में न करवाया गया है। प्रार्थिया का आवेदन है कि सम्बन्धित सचिव ग्राम पंचायत बणी को उसके नाम व जन्म तिथि पंजीकरण बारे आदेश दिये जावें।

अतः इस इश्तहार के माध्यम से सर्वसाधारण व आम जनता को सूचित किया जाता है कि किसी को भी श्रीमती सुनीता देवी पुत्री स्व0 श्री ज्ञान चन्द, निवासी गांव ठाणा के नाम एवं जन्म तिथि 03–02–1962 के पंजीकरण बारे एतराज हो तो वह अपना उजर अधोहस्ताक्षरी की अदालत / कार्यालय बड़सर में किसी भी कार्यदिवस पर को असालतन या वकालतन दिनांक 22–12–2025 से पूर्व पेश कर सकता है। उक्त वर्णित दिनांक के उपरान्त पेश कोई भी एतराज मान्य न समझा जाएगा व आवेदन–पत्र पर नियमानुसार एकतरफा कार्यवाही अमल में लाई जायेगी।

यह नोटिस आज दिनांक 17–11–2025 को मेरे हस्ताक्षर व कार्यालय मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार,
बड़सर, जिला हमीरपुर (हि0 प्र0)।

In the Court of Shri Vikash Shukla, H.A.S., Marriage Officer-cum-Sub-Divisional Magistrate, Sujanpur, Distt. Hamirpur (H. P.)

In the matter of :

1. Vishal Kumar aged 28 years s/o Sh. Gyan Chand, r/o W/No. 2, Village Tihra, P.O. Tihra, Tehsil Sujanpur, District Hamirpur (H.P.).

2. Raksha Devi aged 25 years d/o Sh. Pramod Singh, r/o VPO Balakrupi, Tehsil Jaisinghpur, District Kangra (H.P.) . . *Applicants*.

Versus

General Public . . *Respondent*.

Subject.— Notice of the Intended Marriage.

Vishal Kumar aged 28 years s/o Sh. Gyan Chand, r/o W/No. 2, Village Tihra, P.O. Tihra, Tehsil Sujanpur, District Hamirpur (H.P.) and Raksha Devi aged 25 years d/o Sh. Pramod Singh, r/o VPO Balakrupi, Tehsil Jaisinghpur, District Kangra (H.P.). Marriage Act, 1954 in which they stated that they intend to solemnize their marriage within three months of calendar.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or in writing before this court on or before 28-01-2026. The objections received after 28-01-2026. will not entertained and marriage will be registered accordingly.

Issued today on 15-11-2025 under my hand and seal of the court.

Seal. Sd/-
(SHRI VIKASH SHUKLA, H.A.S.),
Marriage Officer-cum-*Sub-Divisional Magistrate,*
Sujanpur, District Hamirpur (H.P.).

In the Court of Sub-Divisional Magistrate, Sujanpur, Distt. Hamirpur (H. P.)

In the matter of :

1. Sila Devi aged 73 years w/o Sh. Sarwan Kumar, r/o Village & P.O. Tihra, Tehsil Sujanpur, District Hamirpur (H.P.) . . *Applicants*.

Versus

General Public . . *Respondent*.

Application for publication in Rajpatra (State Gazette Notification) regarding the change/correct the name of applicant as Sila devi instecd of Sheela Devi.

Sila Devi aged 73 years w/o Sh. Sarwan Kumar, r/o Village & P.O. Tihra, Tehsil Sujanpur, District Hamirpur (H.P.) has submitted an application for correction of name, as per the contents of application the applicant his submitted that the correct name of Sila Devi instead of Sheela Devi and his name is written as Sila Devi. The applicant is advised to let his name published in the Gazette of Govt. of H.P.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this rectification in the name of applicant file the objections personally or in writing before this court on or before 15-12-2025. The objections received after 15-12-2025 will not for entertained.

Issued today on 15-11-2025 under my hand and seal of the court.

Seal. Sd/-

Sub-Divisional Magistrate,
Sujanpur, District Hamirpur (H.P.).

In the Court of Sub-Divisional Magistrate, Exercising the Power of Marriage Officer Jawalamukhi, Distt. Kangra (H.P.)

In the matter of :

1. Avinash aged 28 years s/o Sh. Pinju Ram, r/o Village Lahasan, Post Office Kohala, Tehsil Jawalamukhi, Distt. Kangra H.P.

2. Nancy Kumari aged 26 years d/o Sh. Anil Kumar, r/o Village & Post Office Kohla, Tehsil Nadaun, Distt. Hamirpur, H.P. . . *Applicants.*

Versus

General Public . . *Respondent.*

Subject.—Notice for registration of Marriage under Special Marriage Act, 1954.

The above applicants have filed an application u/s 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they have solemnized their marriage on 08-09-2025 at Shri Mata Chamunda Mandir (Mansa), Chamunda, Distt. Kangra, H.P. and they are living as husband and wife since then, hence their marriage may be registered.

Therefore, the general public is hereby informed through this notice that if any person who have objection regarding this marriage can file the objections personally or in writing before this office on or before 20-12-2025 at 11.00 A.M. The objection(s) after 20-12-2025 at 11.00 A.M. will not entertain by this office and then the marriage will be registered according as per the law prescribed.

Issued on this day 10th day of November, 2025 under my hand and seal of this office.

Seal. Sd/-
Sub-Divisional Magistrate-cum- *Marriage Officer,*
Jawalamukhi, Distt. Kangra (H.P.).

In the Court of Naib-Tehsildar-cum-**Executive Magistrate, Raja Ka Talab, District Kangra (H.P.)**

File No. /NTEH/2025 Date of Institution : 31-10-2025 Case Titled : Registration of Birth

Shreya d/o Sh. Prem Singh, r/o Village Thathar, P.O. Sukhar Choudharian, Sub-Teshil Raja Ka Talab, District Kangra, H.P.

Versus

The General Public

Notice to the General Public

Whereas, Shreya d/o Sh. Prem Singh, r/o Village Thathar, P.O. Sukhar Choudharian, Sub-Teshil Raja Ka Talab, District Kangra, H.P. has filed an application before the undersigned that her date of birth 29-11-1997 but due to ignorance and lack of knowledge it has not been entered in the concerned Gram Panchayat register. She has further stated that she wants to get it registered in Gram Panchayat Gurial, Sub-Tehsil Raja Ka Talab.

The applicant has attached non-availability certificate, recommendation of Additional Distt. Registrar (Birth & Death)-*cum*-Midical Officer of Health Kangra at Dharamshala. Affidavit of two witnesses namely Shri Madan Singh s/o Sh. Chanda Singh, r/o Vill. Thathar & P.O. Sukhar Choudharian, Sub-Tehsil Raja Ka Talab, Distt. Kangra, H.P. & Sh. Kartar Singh s/o Shri Munshi Ram, r/o Village Thathar, P.O. Sukhar Choudharian, Sub-Tehsil Raja Ka Talab, Distt. Kangra, H.P. have been attached in support of his claim.

Now, therefore, in pursuance of section 13(3) of the Registration of Birth & Death Act, 1969 a proclamation to all General Public concerned is hereby issued that objections in this regard *i.e.* to enter the date of birth of Shreya d/o Sh. Prem Singh shall be heard by the undersigned on 29-11-2025 in his court at Raja Ka Talab. Anyone having any objections in the matter may do so on the said date and place in person or through legal practitioner or his/her recognised agent. In case of non-appearance, the proceedings will continue *ex-parte* and necessary action in this matter will be taken accordingly as per law.

Given under my hand and seal of the court on 31-10-2025.

Seal. Sd/-
Naib-Tehsildar-cum-*Executive Magistrate,*
Raja Ka Talab, District Kangra (H.P.).

In the Court of Naib-Tehsildar-cum-**Executive Magistrate, Raja Ka Talab, District Kangra (H.P.)**

File No. /NTEH/2025 Date of Institution : 31-10-2025 Case Titled : Registration of Birth

Shruti d/o Sh. Prem Singh, r/o Village Thathar, P.O. Sukhar Choudharian, Sub-Teshil Raja Ka Talab, District Kangra, H.P.

Versus

The General Public

Notice to the General Public

Whereas, Shruti d/o Sh. Prem Singh, r/o Village Thathar, P.O. Sukhar Choudharian, Sub-Teshil Raja Ka Talab, District Kangra, H.P. has filed an application before the undersigned that her date of birth is 29-11-1997 but due to ignorance and lack of knowledge it has not been entered in the concerned Gram Panchayat register. She has further stated that she wants to get it registered in Gram Panchayat Gurial, Sub-Tehsil Raja Ka Talab.

The applicant has attached non-availability certificate, recommendation of Additional Distt. Registrar (Birth & Death)-*cum*-Midical Officer of Health Kangra at Dharamshala. Affidavit of two witnesses namely Shri Madan Singh s/o Sh. Chanda Singh, r/o Vill. Thathar & P.O. Sukhar Choudharian, Sub-Tehsil Raja Ka Talab, Distt. Kangra, H.P. & Sh. Kartar Singh s/o Shri Munshi Ram, r/o Village Thathar, P.O. Sukhar Choudharian, Sub-Tehsil Raja Ka Talab, Distt. Kangra, H.P. have been attached in support of his claim.

Now, therefore, in pursuance of section 13(3) of the Registration of Birth & Death Act, 1969 a proclamation to all General Public concerned is hereby issued that objections in this regard *i.e.* to enter the date of birth of Shruti d/o Sh. Prem Singh shall be heard by the undersigned on 29-11-2025 in his court at Raja Ka Talab. Anyone having any objections in the matter may do so on the said date and place in person or through legal practitioner or his/her recognised agent. In case of non-appearance, the proceedings will continue *ex-parte* and necessary action in this matter will be taken accordingly as per law.

Given under my hand and seal of the court on 31-10-2025.

Seal. Sd/-

Naib-Tehsildar-cum-*Executive Magistrate, Raja Ka Talab, District Kangra (H.P.).*

In the Court of Sub-Divisional Magistrate, Dheera, exercising the Powers of Marriage Officer, Dheera, Distt. Kangra (H.P.)

In case :

Ajay Kumar and Meenu Kumari

Versus

General Public

Notice of Registration under section 16 of the Special Marriage Act, 1954.

An application under section 16 of the Special Marriage Act, 1954 has been received by the undersigned from Shri Ajay Kumar s/o Ashwani Kumar, r/o Village Panaper Kholi, P.O. Panaper, Tehsil Dheera, District Kangra (H.P.) and Meenu Kumari d/o Babu Lal, r/o V.P.O. Baghaila, Tehsil Khajni, Distt. Gorakhpur, Uttar Pradesh that they have solemnized their marriage on dated 27-10-2025 at Shree Mahalaxmi Mandir, Gaushala Chowk, Ludhiana, Punjab as per Hindu rites and customs and living as husband and wife since then. If there is any objection to the registration of this marriage, the objection in person or through counsel to be submitted to this office on or before 30-12-2025 otherwise the marriage will be registered.

Seal. Sd/-

Marriage Officer-cum-*SDM,*
Dheera, District Kangra (H.P.).

In the Court of Sub-Divisional Magistrate, Dheera, exercising the Powers of Marriage Officer, Dheera, Distt. Kangra (H.P.)

In case :

Dharmender Singh and Dhan Maya Das

Versus

General Public

Application under section 16 of the Special Marriage Act, 1954 for the Registration of Marriage.

An application under section 16 of the Special Marriage Act, 1954 has been received by the undersigned from Shri Dharmender Singh s/o Rajinder Paul, r/o Village Gharthun, P.O. Kauna, Tehsil Thural, District Kangra (H.P.) Pin-176107 and Dhan Maya Das d/o Sita Ram Das r/o Gali No. 1, H. No. 17, Model Town Amritsar, Punjab that they have solemnized their marriage on dated 08-11-2025 at Village Gharthun, P.O. Kauna, Tehsil Thural, District Kangra, H.P. as per Hindu rites and customs and living as husband and wife since then. If there is any objection to the registration of this marriage, the objection in person or through counsel to be submitted to this office on or before 30-12-2025 otherwise the marriage will be registered.

Seal. Sd/-

Marriage Officer-cum-*SDM,*
Dheera, District Kangra (H.P.).

In the Court of Sub-Divisional Magistrate, Dheera, exercising the Powers of Marriage Officer, Dheera, Distt. Kangra (H.P.)

In case :

Abhinash Pathania and Sunita Sureshchandra Mishra

Versus

General Public

Application under section 16 of the Special Marriage Act, 1954 for the Registration of Marriage.

An application under section 16 of the Special Marriage Act, 1954 has been received by the undersigned from Shri Abhinash Pathania s/o Dharam Chand, r/o Village Gharana, P.O. Gharana, Tehsil Dheera, District Kangra (H.P.) and Sunita Sureshchandra Mishra d/o Sureshchandra Mishra, r/o 108, Shradha Apartments, Gandevi Road, Cathology Church Navasari Gujarat that they have solemnized their marriage on dated 10-05-2024 at V.P.O. Gharana, Tehsil Dheera, District Kangra, H.P. as per Hindu rites and customs and living as husband and wife since then. If there is any objection to the registration of this marriage, the objection in person or through counsel to be submitted to this office on or before 30-12-2025 otherwise the marriage will be registered.

Seal. Sd/-

Marriage Officer-cum-*SDM,*
Dheera, District Kangra (H.P.).

ब अदालत श्री इन्द्र सिंह कार्यकारी दण्डाधिकारी, उप–तहसील टापरी, जिला किन्नौर, हिमाचल प्रदेश–172104

सुनीता देवी पुत्री भगवान सिंह, निवासी गांव व डाकघर चगाव, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. फरीकदोयम।

प्रार्थना–पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत चगाव में जन्म पंजीकरण करने बारे।

आवेदिका सुनीता देवी पुत्री भगवान सिंह, निवासी गांव व डाकघर चगाव, उप–तहसील टापरी, जिला किन्नौर (हि0प्र0) का एक प्रार्थना–पत्र तहसीलदार निचार स्थित भावानगर के माध्यम से प्राप्त हुआ है। प्रार्थना–पत्र बाबत ग्राम पंचायत चगाव के जन्म रजिस्टर में जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत आवेदिका ने अपनी जन्म तिथि दर्ज करने बारे गुजारा है। आवेदिका का जन्म तिथि 25–08–1974 को हुआ है लेकिन ग्राम पंचायत चगाव के जन्म एवं मृत्यु रजिस्टर में पंजीकरण करवाना छूट गया है। आवेदिका ने निवेदन किया है कि उसकी जन्म तिथि 25–08–1974 को ग्राम पंचायत चगाव के अभिलेख में पंजीकरण करने के आदेश दिए जाएं।

अतः सर्वसाधारण को इस इश्तहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को आवेदिका के जन्म पंजीकरण करने बारा कोई उजर व एतराज हो तो वह दिनांक 17–12–2025 को प्रातः 11.00 बजे तक असालतन या वकालतन हाजिर होकर अपना उजर एवं एतराज लिखित रूप में पेश करें अन्यथा आवेदिका की जन्म तिथि पंजीकृत करने बारा आदेश पारित कर दिए जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 14–11–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
उप–तहसील टापरी, जिला किन्नौर (हि0प्र0)।

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In the Court of Sub-Divisional Magistrate, Karsog, District Mandi (H.P.)

In the matter of :—

1. Smt. Dayavanti w/o Sh. Duni Chand, r/o Village Balahani, P.O. Chouridhar, Tehsil Karsog, District Mandi (H.P.) .. Applicants.

Versus

General Public ..Respondent.

Proclamation Regarding Correction of Date of birth.

Whereas, the above named applicant has made an application before me regarding correction of their DOB as 30-08-1965 in place of 01-07-1967 in the records of Aadhar Card, as per the record of Birth Certificate, issued by the Gram Panchayat, Chaouridhar, Tehsil Karsog, District Mandi (H.P.).

Now, therefore objection are invited from the general public that if anyone has on objection regarding to correction for their date of birth as 30-08-1965 in place of 01-07-1967 they should appear before the undersigned on or before 17-12-2025 either personally or through their authorized agent/pleader.

In the event of their failure to do so order shall be passed ex-parte without affording any further opportunity of being heard.

Issued today on 18th day of the November, 2025 under my hand and seal of the court.

Seal. Sd/-
(GAURAV MAHAJAN, HAS),
Sub-Divisional Magistrate,
Karsog,District Mandi (H. P.).

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In the Court of Sub-Divisional Magistrate, Rampur Bushahr, District Shimla (H. P.)

In the matter of :

Ajay Kaushal s/o Govind Singh, r/o Village Kamlahu, P.O. Bhadawali, Tehsil Rampur, Distt. Shimla, H.P. . . *Applicant.*

Versus

General Public . . *Respondent.*

Proclamation Regarding Correction of Name

Whereas, the above named applicant has submitted an application for the correction of his name from "Ajay Kaushal" to "Ajay Pal Chauhan" in the records of the Aadhar Card and all other relevant documents associated with the applicant.

Now, therefore objections are invited from the general public that if anyone has any objection regarding to change their name as Ajay Pal Chauhan s/o Govind Singh in place of Ajay Kaushal s/o Govind Singh, they should appear before the undersigned on or before 29-11-2025 either personally or through their authorized agent/pleader.

In the event of their failure to do so, order shall be passed *ex-parte* without affording any further opportunity of being heard.

Issued today on 13th day of October, 2024 under my hand and seal of the court.

Seal. Sd/-
(HARSH AMRENDER SINGH, HAS),
Sub-Divisional Magistrate,
Rampur Bushahr, District Shimla (H.P.).

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)

केस नं0 : / 2025

श्रीमती रानो देवी पुत्री सुकडराम, निवासी शमशेरपुर, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)

बनाम

आम जनता

प्रार्थना–पत्र जेरे धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

प्रार्थिया श्रीमती रानो देवी पुत्री सुकडराम, निवासी शमशेरपुर, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0) का आवेदन–पत्र मुख्य रजिस्ट्रार जन्म एवं मृत्यु / मुख्य चिकित्सा अधिकारी, नाहन के पत्र संख्या एचएफडब्ल्यू–एन / एसटी / बीएण्डडी / डिलेय कैसिस / 2023–4610, दिनांक 10–07–2025 द्वारा अनुलग्न क्रमशः अपना ब्यान हल्फी, दो गवाहन ब्यान हल्फी, आधार कार्ड सहित इस अदालत में प्राप्त हुआ है, जिसमें प्रार्थिया द्वारा प्रार्थना की है कि उसकी स्वयं की जन्म तिथि 01–07–1965 है, अज्ञानतावंश प्रार्थिया की स्वयं की जन्म तिथि का ईन्द्राज नगरपालिका परिषद् पांवटा साहिब के जन्म अभिलेख में दर्ज नहीं करवा सके हैं जिसे प्रार्थिया अब दर्ज करवाना चाहती है।

अतः सर्वसाधारण को इस इश्तहार के मार्फत सूचित किया जाता है कि इस बारे यदि किसी को कोई उजर / एतराज हो तो वह दिनांक 17–12–2025 को प्रातः 11.00 बजे या इससे पूर्व किसी भी कार्य दिवस में

अदालत हजा स्थित पांवटा साहिब में असालतन या वकालतन हाजिर आकर उजर / एतराज दर्ज करा सकता है। निर्धारित तिथि या इससे पूर्व कोई आपत्ति प्राप्त न होने की सूरत में श्रीमती रानो देवी पुत्री सुकडराम, निवासी शमशेरपुर, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0) के प्रकरण पर नियमानुसार कार्यवाही अमल में लाई जायेगी।

आज दिनांक 17–11–2025 को मेरे हस्ताक्षर व कार्यालय मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0)।

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ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)

केस नं0 : / 2025

श्रीमती शमा कौसर पुत्री मौहम्मद यामीन, निवासी वार्ड नं0 9, देवीनगर, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता

प्रार्थना–पत्र जेरे धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

प्रार्थिया श्रीमती शमा कौसर पुत्री मौहम्मद यामीन, निवासी वार्ड नं0 9, देवीनगर, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0) का आवेदन–पत्र मुख्य रजिस्ट्रार जन्म एवं मृत्यु / मुख्य चिकित्सा अधिकारी, नाहन के पत्र संख्या एचएफडब्ल्यू–एन / एसटी / बीएण्डडी / डिलेय कैसिस / 2023–9556, दिनांक 03–11–2025 द्वारा अनुलग्न क्रमशः अपना ब्यान हल्फी, दो गवाहन ब्यान हल्फी, आधार कार्ड सहित इस अदालत में प्राप्त हुआ है, जिसमें प्रार्थिया द्वारा प्रार्थना की है कि उसकी स्वयं की जन्म तिथि 06–02–1970 है, अज्ञानतावंश प्रार्थिया की स्वयं की जन्म तिथि का ईन्द्राज नगरपालिका परिषद् पांवटा साहिब के जन्म अभिलेख में दर्ज नहीं करवा सके हैं जिसे प्रार्थिया अब दर्ज करवाना चाहती है।

अतः सर्वसाधारण को इस इश्तहार के मार्फत सूचित किया जाता है कि इस बारे यदि किसी को कोई उजर / एतराज हो तो वह दिनांक 15–12–2025 को प्रातः 11.00 बजे या इससे पूर्व किसी भी कार्य दिवस में अदालत हजा स्थित पांवटा साहिब में असालतन या वकालतन हाजिर आकर उजर / एतराज दर्ज करा सकता है। निर्धारित तिथि या इससे पूर्व कोई आपत्ति प्राप्त न होने की सूरत में श्रीमती शमा कौसर पुत्री मौहम्मद यामीन, निवासी वार्ड नं0 9, देवीनगर, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0) के प्रकरण पर नियमानुसार कार्यवाही अमल में लाई जायेगी।

आज दिनांक 15–11–2025 को मेरे हस्ताक्षर व कार्यालय मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0)।

ब अदालत श्री सुरेन्द्र चंदेल, कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार, ममलीग, जिला सोलन, हिमाचल प्रदेश

मिसल नं0 : 04 / 2025 तारीख मजरुआ : 23–09–2025

श्रीमती सुनिता देवी पत्नी श्री गीता राम, ग्राम शेराना, डाकघर मधाला, तहसील बद्दी, जिला सोलन (हि0प्र0)।

बनाम

आम जनता

प्रार्थना–पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 व धारा 9(3) हिमाचल प्रदेश जन्म एवं मृत्यु पंजीकरण नियम, 2003.

श्रीमती सुनिता देवी पत्नी श्री गीता राम व पुत्री श्री अनौखी राम, ग्राम शेराना, डाकघर मधाला, तहसील बद्दी, जिला सोलन (हि0प्र0) की रहने वाली है, आवेदिका अपने जन्म स्थान ग्राम शलाह कोलियां, उप–तहसील ममलीग के ग्राम पचांयत सतडोल में अपनी जन्म तिथि दिनांक 13–01–1969 को पंजीकृत करवाना चाहती है।

अतः सर्वसाधारण को सूचित किया जाता है कि श्रीमती सुनिता देवी पत्नी श्री गीता राम व पुत्री श्री अनौखी राम, ग्राम शेराना, डाकघर मधाला, तहसील बद्दी, जिला सोलन (हि0प्र0) ग्राम पंचायत सतडोल में अपनी जन्म तिथि 13–01–1969 का पंजीकरण करवाना चाहती है। यदि किसी व्यक्ति को कोई उजर / एतराज हो तो इस इश्तहार के प्रकाशित होने के 30 दिन के अन्दर लिखित / मौखिक असालतन / वकालतन अधोहस्ताक्षरी की अदालत में प्रस्तुत कर सकता है। यदि उक्त समय अवधि के भीतर किसी प्रकार का एतराज प्राप्त नहीं होता है तो उक्त प्रकरण पर नियमानुसार आदेश पारित कर दिये जाएंगे।

आज दिनांक 17–11–2025 को हमारे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
(सुरेन्द्र चन्देल)
कार्यकारी दण्डाधिकारी ममलीग,
जिला सोलन (हि0 प्र0)।

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ब अदालत श्री सुरेन्द्र चंदेल, कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार, ममलीग, जिला सोलन, हिमाचल प्रदेश

मिसल नं0 : 05 / 2025 तारीख मजरुआ : 01–11–2025

श्रीमती बिमला पत्नी श्री नरेश कुमार, निवासी ग्राम बिजवान, डाकघर भुमती, तहसील अर्की, जिला सोलन (हि0प्र0)।

बनाम

आम जनता

प्रार्थना–पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 व धारा 9(3) हिमाचल प्रदेश जन्म एवं मृत्यु पंजीकरण नियम, 2003.

श्रीमती बिमला पत्नी श्री नरेश कुमार, निवासी ग्राम बिजवान, डाकघर भुमती, तहसील अर्की, जिला सोलन (हि0प्र0) की रहने वाली है, आवेदिका अपने जन्म स्थान ग्राम छाछी, डाकघर हरीपुर, उप–तहसील ममलीग, जिला सोलन, हि0प्र0 है, आवेदिका ग्राम पचांयत ममलीग में अपनी जन्म तिथि दिनांक 25–02–1984 को पंजीकृत करवाना चाहती है।

अतः सर्वसाधारण को सूचित किया जाता है कि श्रीमती बिमला पत्नी श्री नरेश कुमार व पुत्री दीप राम और श्रीमती जानकी, निवासी ग्राम बिजवान, डाकघर भुमती, तहसील अर्की, जिला सोलन (हि0प्र0) ग्राम पंचायत ममलीग में अपनी जन्म तिथि 25–02–1984 का पंजीकरण करवाना चाहती है। यदि किसी व्यक्ति को कोई उजर / एतराज हो तो इस इश्तहार के प्रकाशित होने के 30 दिन के अन्दर लिखित / मौखिक असालतन / वकालतन अधोहस्ताक्षरी की अदालत में प्रस्तुत कर सकता है। यदि उक्त समय अवधि के भीतर किसी प्रकार का एतराज प्राप्त नहीं होता है तो उक्त प्रकरण पर नियमानुसार आदेश पारित कर दिये जाएंगे।

आज दिनांक 17–11–2025 को हमारे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / –
(सुरेन्द्र चन्देल)
कार्यकारी दण्डाधिकारी ममलीग,
जिला सोलन (हि0 प्र0)।

————————

In the Court of Marriage Officer-cum**-Sub-Divisional Magistrate, Bangana, District Una (H.P.)**

In the matter of :

1. Sh. Amandeep age 24 years s/o Sh. Amar Dass, r/o Village & P.O. Harot, Tehsil Bangana, District Una (H.P.).

2. Meena age 21 years d/o Sh. Ramesh Chand, r/o Village Krishana Nagar, P.O. Bhaloun, Tehsil Bangana, District Una (H.P.) . . *Applicants.*

Versus

General Public

Subject.—Application for the registration of Marriage under section 15 of the Special Marriage Act, 1954 (H.P.).

Sh. Amandeep s/o Sh. Amar Dass, r/o Village & P.O. Harot, Tehsil Bangana, District Una (H.P.) and Meena d/o Sh. Ramesh Chand, r/o Village Krishana Nagar, P.O. Bhaloun, Tehsil Bangana, District Una (H.P.) at present wife of Sh. Amandeep s/o Sh. Amar Dass, r/o Village & P.O. Harot, Tehsil Bangana, District Una (H.P.) have filed an application alongwith affidavits in the court of undersigned under section 15 of the Special marriage Act, 1954 that they have solemnized their marriage on 13-03-2025 at Mata Jamasani Devi Temple, Tehsil Bangana, District Una (H.P.) and they are living together as husband and wife since then. Hence, their marriage may

be registered under section 15 of the Special marriage Act, 1954. Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 11-12-2025 after that no objection will be entertained and marriage will be registered.

Issued today on 11th November, 2025 under my hand and seal of the court.

Seal. Sd/-

Marriage Officer-cum-*Sub-Divisional Magistrate,*
Bangana, District Una, Himachal Pradesh.

CORRECTION OF NAME

I, Vishal Thakur s/o Noor Chand, r/o Village Tipper, P.O. Kothi, Tehsil Ani, District Kullu (H.P.) declare that my name is listed as Bishal Thakur in my Aadhar Card, which is incorrect. My correct name is Vishal Thakur. Therefore, my name should be listed as Vishal Thakur in my Aadhar Card instead of Bishal Thakur.

VISHAL THAKUR
s/o Noor Chand,
r/o Village Tipper, P.O. Kothi,
Tehsil Ani, District Kullu (H.P.).

CORRECTION OF NAME

I, Vikrant Rana, r/o Ghuggar Tanda, Janak Colony, Palampur, Tehsil Palampur, District Kangra (H.P.) hereby declare that my son's name has been incorrectly recorded as Jaivardhan Singh Rana instead of Viraj Singh Rana in his birth certificate. I request that the same be corrected to Viraj Singh Rana.

VIKRANT RANA
r/o Ghuggar Tanda,
Janak Colony, Palampur,
Tehsil Palampur, District Kangra (H.P.).

CORRECTION OF NAME

I, Som Bahadur s/o Wangchuk Tamang, r/o Village Panapari Khas, Tehsil Palampur, Distt. Kangra (H.P.)-176064 declare that in some documents my daughter's name has been wrongly entered as Aaitamala. The correct name of my daughter is "Aeetamala". "Aeetamala" and "Aaitamala" is one and the same person. All concerned Please note.

SOM BAHADUR
s/o Wangchuk Tamang,
r/o Village Panapari Khas,
Tehsil Palampur, Distt. Kangra (H.P.)-176064.

CORRECTION OF NAME

I, Anil Kumar s/o Late Shri Kishori Lal, r/o VPO Chowki, Tehsil Palampur, District Kangra (H.P.)-176061 do hereby declare that my daughter's correct name is "Yasita". Her name has been wrongly recorded as "Yashita" which may be treated as incorrect. Henceforth, she shall be known by her correct name "Yasita" only.

ANIL KUMAR
s/o Late Shri Kishori Lal,
r/o VPO Chowki, Tehsil Palampur,
District Kangra (H.P.)-176061.

CHANGE OF NAME

I, Deeksha Kashyap w/o Sh. Vijay Verma, r/o Village Khandahar, P.O. Gehra, Tehsil Sarkaghat, Distt. Mandi (H.P.) declare that I have changed my name from Kumari Dixa to Deeksha Kashyap for all purposes in future. Please note.

DEEKSHA KASHYAP
w/o Sh. Vijay Verma,
r/o Village Khandahar, P.O. Gehra,
Tehsil Sarkaghat, Distt. Mandi (H.P.).

CORRECTION OF NAME

I, Keshri Devi w/o Sh. Pyar Singh, r/o Village Sandyar, P.O. Chhat, Tehsil Ghumarwin, Distt. Bilaspur (H.P.) declare that in my Aadhar Card bearing No. 2125 8452 1737 my name is wrongly entered as Besari Devi which should be corrected as Keshri Devi. Please correct this.

KESHRI DEVI
w/o Sh. Pyar Singh,
r/o Village Sandyar, P.O. Chhat,
Tehsil Ghumarwin, Distt. Bilaspur (H.P.).

CHANGE OF NAME

I, Anita w/o Sh. Chet Ram, r/o Village Kwalag, P.O. Beolia, Tehsil & Distt. Shimla (H.P.) declare that I have changed my name from Anita (Old Name) to Shankuntla Devi (New Name) in my Aadhar Card. All concerned please may note.

ANITA
w/o Sh. Chet Ram,
r/o Village Kwalag, P.O. Beolia,
Tehsil & Distt. Shimla (H.P.).

CORRECTION OF NAME

I, Jagat Ram s/o Sarwan Singh, r/o Village & P.O. Kandhar, Tehsil Arki, Distt. Solan (H.P.) declare that my father's name is Sarwan Singh but in my PAN Card wrongly entered Swaran Singh. I want to correct the same in PAN Card. Please correct my father's name in PAN Card as Swaran Singh to Sarwan Singh.

JAGAT RAM
s/o Sarwan Singh,
r/o Village & P.O. Kandhar,
Tehsil Arki, Distt. Solan (H.P.).

CHANGE OF NAME

I, Mena Khatri w/o Padam Khatri, r/o Village & P.O. Basal (48), Tehsil & Distt. Solan (H.P.) declare that I have changed my minor daughter's name from Khusbu Khatri to Khusboo. Please note all concerned, for further.

MENA KHATRI
w/o Padam Khatri,
r/o Village & P.O. Basal (48),
Tehsil & Distt. Solan (H.P.).

CORRECTION OF NAME

I, Bam Dev Sharma s/o Bakshi Ram, r/o Village Bandous, P.O. Gahli Kohlwin, Tehsil Nadaun, District Hamirpur (H.P.)-174 405 declare that in all documents my name is Bam Dev Sharma, but my army record & PPO /Discharge Book (No. 3983797y Hav Bam Dev) is recorded Bam Dev which is not correct. I want to correct the same. Now I have changed my name from Bam Dev to Bam Dev Sharma. Please note all concerned, for further.

BAM DEV SHARMA
s/o Bakshi Ram,
r/o Village Bandous,
P.O. Gahli Kohlwin, Tehsil Nadaun,
Distt. Hamirpur (H.P.)-174405.

CHANGE OF NAME

I, Shivangi d/o Gyan Chand, r/o Village & P.O. Shilh Bhadwani (483), Tehsil Padhar, Distt. Mandi (H.P.)-176 121 declare that I have changed my name from Shivangi to Shuvani Devi. Please note all concerned for further.

SHIVANGI
d/o Gyan Chand,
r/o Village & P.O. Shilh Bhadwani (483),
Tehsil Padhar, Distt. Mandi (H.P.)-176121.

CHANGE OF NAME

I, Vimla Devi w/o Sh. Leela Dutt, r/o Badon (407), P.O. Tundal, Tehsil Kandaghat, Distt. Solan (H.P.) declare that I have changed my name from Vimla Devi to Bimla. Please note all concerned for further.

VIMLA DEVI
w/o Sh. Leela Dutt,
r/o Badon (407), P.O. Tundal,
Tehsil Kandaghat, Distt. Solan (H.P.).

CHANGE OF NAME

I, Asha Devi w/o Sh. Bala Ram, r/o Village Gandhel (141), P.O. Kotbeja, Tehsil Kasauli, Distt. Solan (H.P.) declare that I have changed my name from Asha Devi to Nirmla. Please note all concerned for further.

ASHA DEVI
w/o Sh. Bala Ram,
r/o Village Gandhel (141), P.O. Kotbeja,
Tehsil Kasauli, Distt. Solan (H.P.).

CHANGE OF NAME

I, Asha Devi w/o Sh. Hari Nath, r/o ward No. 4, Basal (48), P.O. Chambaghat, Tehsil & Distt. Solan (H.P.)-173213 declare that I have changed my minor son's name from Jairajbhar to Jai Bhardwaj. Please note all concerned for further.

ASHA DEVI
w/o Sh. Hari Nath,
r/o ward No. 4, Basal (48),
P.O. Chambaghat,
Tehsil & Distt. Solan (H.P.)-173213.

CHANGE OF NAME

I, Promil Prabha w/o Sh. Bharat Singh, r/o H. No. 127/8, Ward No. 8, Near Ranital Nahan, District Sirmaur (H.P.) have changed my name from Promil Prabha (Old Name) to Promila Prabha. All concerned please note.

PROMIL PRABHA
w/o Sh. Bharat Singh,
r/o H. No. 127/8, Ward No. 8,
Near Ranital Nahan,
District Sirmaur (H.P.).

CHANGE OF NAME

I, Sarwan Kumar s/o Late Joginder Singh, r/o Village Pantehar, P.O. Golwan, Tehsil Ladbharol, District Mandi (H.P.) have changed my minor daughter's name from Shesejal Kumari to Sejal.

SARWAN KUMAR
s/o Late Joginder Singh,
r/o Village Pantehar, P.O. Golwan,
Tehsil Ladbharol, District Mandi (H.P.).

CORRECTION OF NAME

I, Smt. Nirmal Kumari Aged 65 years wd/o Late Sh. Vijay Kumar, r/o VPO Kotla, Sub-Tehsil Kotla, Tehsil Jawali, District Kangra (H.P.) declare that my name is wrongly mentioned as Nirmala Devi in Aadhar Card. Therefore, it should be changed as Smt. Nirmal Kumari in my Aadhar Card. All concerned note.

NIRMAL KUMARI
wd/o Late Sh. Vijay Kumar,
r/o VPO Kotla, Sub-Tehsil Kotla,
Tehsil Jawali, District Kangra (H.P.).

CORRECTION OF NAME

I, Sapna Devi w/o Shri Praveen Kumar, r/o Village Lot, P.O. Uttrala, Tehsil Baijnath, District Kangra (H.P.)-176115 declare that my minor daughter's name has been wrongly recorded in her Aadhar Card No. 3296 1088 0387 as Anishka in place of Anshika. Whereas my minor daughter's correct name is Anshika. All concerned please may note.

SAPNA DEVI
w/o Shri Praveen Kumar,
r/o Village Lot, P.O. Uttrala,
Tehsil Baijnath, District Kangra (H.P.)-176115.

CHANGE OF NAME

I, Uma Rani Sharma aged 77 years w/o Sh. Sudesh Kumar Sharma, VPO Upper Basal, Tehsil & Dsitt. Una (H.P.) declare that I have changed my name from Oma to Uma Rani Sharma, in future known to me Uma Rani Sharma. All concerned note.

UMA RANI SHARMA
w/o Sh. Sudesh Kumar Sharma,
VPO Upper Basal,
Tehsil & Dsitt. Una (H.P.).

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला–5 द्वारा मुद्रित तथा प्रकाशित
इलेक्ट्रॉनिक हस्ताक्षरित राजपत्र, वैबसाइट http://rajpatrahimachal.nic.in पर उपलब्ध है एवम् ऑनलाइन सत्यापित किया जा सकता है।